

**CITY OF CLAYTON BOARD OF ALDERMEN - EXECUTIVE SESSION**  
**TUESDAY, JANUARY 24, 2017 - 6:15 P.M.**  
**CLAYTON CITY HALL - COUNCIL CHAMBERS**  
**10 N. BEMISTON AVENUE**

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Subject to a motion duly made in open session and a roll call vote pursuant to Section 610.022 the Board of Aldermen may also hold a closed meeting, with a closed vote and record for one or more of the reasons as authorized by Section 610.021(1), (2) and (3) Revised Statutes of Missouri, relating to legal issues, real estate and/or personnel, negotiation of a contract pursuant to Section 610.021(12) RSMO., proprietary information pursuant to Section 610.021(15), and/or information related to public safety and security measures pursuant to Section 610.021(18) and (19) RSMO.

*Agenda topics may be added or deleted at any time prior to the Board of Aldermen meeting without further notice. To inquire about the status of agenda topics, call 290.8469. Individuals who require an accommodation (i.e., sign language, interpreter, listening devices, etc.) to participate in the meeting should contact the City Clerk at 290.8469 or Relay Missouri at 1.800.735.2966 (TDD) at least two working days prior to the meeting.*

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**CITY OF CLAYTON BOARD OF ALDERMEN AGENDA**  
**TUESDAY, JANUARY 24, 2017 – 7:00 P.M.**  
**CLAYTON CITY HALL - COUNCIL CHAMBERS**  
**10 N. BEMISTON AVENUE**

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**ROLL CALL**

**MINUTES – January 10, 2016**

**PUBLIC REQUESTS & PETITIONS**

**REPORT FROM THE CITY MANAGER**

1. Recognition of Dale Houdeshell as the recipient for the American Public Works Association (APWA) D2 Award.
2. Recognition of City of Clayton Police Officers.
3. Ordinance – To consider approving changes to the traffic code to codify a stop control restriction on DeMun Avenue at Southwood Avenue. (Bill No. 6599)
  - *Due to a recently installed stop control restriction codification to the Traffic Code is required.*
4. Ordinance – Authorizing the City Manager to enter into a Collective Bargaining Agreement Between the City of Clayton and the International Association of Firefighters Local 2665 (Bill No. 6600)
5. 4<sup>th</sup> Quarter Financial Report

**ADJOURNMENT**

Subject to a motion duly made in open session and a roll call vote pursuant to Section 610.022 the Board of Aldermen may also hold a closed meeting, with a closed vote and record for one or more of the reasons as authorized by Section 610.021(1), (2) and (3) Revised Statutes of Missouri, relating to legal issues, real estate and/or personnel, negotiation of a contract pursuant to Section 610.021(12) RSMO., proprietary information pursuant to Section 610.021(15), and/or information related to public safety and security measures pursuant to Section 610.021(18) and (19) RSMO.

*Agenda topics may be added or deleted at any time prior to the Board of Aldermen meeting without further notice. To inquire about the status of agenda topics, call 290.8469. Individuals who require an accommodation (i.e., sign language, interpreter, listening devices, etc.) to participate in the meeting should contact the City Clerk at 290.8469 or Relay Missouri at 1.800.735.2966 (TDD) at least two working days prior to the meeting.*

## THE CITY OF CLAYTON

Board of Aldermen  
City Hall – 10 N. Bemiston Avenue  
January 10, 2017  
7:25 p.m.

### Minutes

***(Note: These minutes include a transcription of the deliberations regarding Centene as prepared by a court reporter)***

Mayor Sanger called the meeting to order and requested a roll call. The following individuals were in attendance:

Aldermen: Cynthia Garnholz, Joanne Boulton, Alex Berger, Rich Lintz, and Ira Berkowitz.

Mayor Sanger  
City Manager Owens  
City Attorney O'Keefe

Absent: Mark Winings

**Alderman Boulton moved to approve the December 20, 2016. Alderman Garnholz seconded.**

**The motion to approve the minutes passed unanimously on a voice vote.**

### PUBLIC REQUESTS AND PETITIONS

None

### A PUBLIC HEARING TO CONSIDER AN AMENDMENT TO REZONING AND SPECIAL DEVELOPMENT PLAN FOR THE CENTENE CLAYTON CAMPUS

**Mayor Sanger opened the public hearing and requested proof of publication.**

***NOTE: a transcription of the deliberations regarding Centene was prepared by a court reporter and is available as part of the official minutes.***

**Mayor Sanger closed the public hearing.**

**Alderman Garnholz introduces Bill No. 6593, an Ordinance Amending Ordinance No. 6444 to approve an amended Exhibit describing the location and boundaries of certain Subdistricts of the Centene Clayton Campus Special Development District Project to be read for the first time by title only. Alderman Boulton seconded.**

**City Attorney O'Keefe reads Bill No. 6593, an Ordinance Amending Ordinance No. 6444 to approve an amended Exhibit describing the location and boundaries of certain Subdistricts of the Centene Clayton Campus Special Development District Project for the first time by title only.**

**The motion passed unanimously on a voice vote.**

**Alderman Garnholz moved that the Board give unanimous consent to consideration for adoption of Bill No. 6593 on the day of its introduction. Alderman Boulton seconded.**

**The motion passed unanimously on a voice vote.**

**Alderman Garnholz introduces Bill No. 6593, an Ordinance Amending Ordinance No. 6444 to approve an amended Exhibit describing the location and boundaries of certain Subdistricts of the Centene Clayton Campus Special Development District Project to be read for the second time by title only. Alderman Boulton seconded.**

**City Attorney O'Keefe reads Bill No. 6593, an Ordinance Amending Ordinance No. 6444 to approve an amended Exhibit describing the location and boundaries of certain Subdistricts of the Centene Clayton Campus Special Development District Project for the second time by title only.**

**Alderman Garnholz – Aye; Alderman Boulton – Aye; Alderman Berger – Aye; Alderman Lintz – Aye; Alderman Berkowitz – Aye; and Mayor Sanger – Aye. The bill was adopted and became Ordinance No. 6462 of the City of Clayton.**

#### Bill No. 6594

**Alderman Garnholz introduces Bill No. 6594, an Ordinance Repealing a Previously Adopted Special Development Plan and Approving an Amended Special Development District Plan for the Centene Clayton Campus Special Development District, Subject to the Requirements Set Forth in the Code of Ordinances of the City of Clayton, Missouri, and Conditions Specified Herein; Approving and Authorizing Other Actions Related Thereto, and Repealing All Conflicting Ordinances to be read for the first time by title only. Alderman Boulton seconded.**

**City Attorney O'Keefe reads Bill No. 6594, an Ordinance Repealing a Previously Adopted Special Development Plan and Approving an Amended Special Development District Plan for the Centene Clayton Campus Special Development District, Subject to the Requirements Set Forth in the Code of Ordinances of the City of Clayton, Missouri, and Conditions Specified Herein; Approving and Authorizing Other Actions Related Thereto, and Repealing All Conflicting Ordinances for the first time by title only.**

**The motion passed unanimously on a voice vote.**

**Alderman Garnholz moved that the Board give unanimous consent to consideration for adoption of Bill No. 6594 on the day of its introduction. Alderman Boulton seconded.**

**The motion passed unanimously on a voice vote.**

**Alderman Garnholz introduces Bill No. 6594, an Ordinance Repealing a Previously Adopted Special Development Plan and Approving an Amended Special Development District Plan for the Centene Clayton Campus Special Development District, Subject to the Requirements Set Forth in the Code of Ordinances of the City of Clayton, Missouri, and Conditions Specified Herein; Approving and Authorizing Other Actions Related Thereto, and Repealing All Conflicting Ordinances to be read for the second time by title only. Alderman Boulton seconded.**

City Attorney O'Keefe reads Bill No. 6594, an Ordinance Repealing a Previously Adopted Special Development Plan and Approving an Amended Special Development District Plan for the Centene Clayton Campus Special Development District, Subject to the Requirements Set Forth in the Code of Ordinances of the City of Clayton, Missouri, and Conditions Specified Herein; Approving and Authorizing Other Actions Related Thereto, and Repealing All Conflicting Ordinances for the second time by title only.

Alderman Garnholz – Aye; Alderman Boulton – Aye; Alderman Berger – Aye; Alderman Lintz – Aye; Alderman Berkowitz – Aye; and Mayor Sanger – Aye. The bill was adopted and became Ordinance No. 6463 of the City of Clayton.

A PUBLIC HEARING TO CONSIDER AN ORDINANCE ADOPTING A SPECIAL DEVELOPMENT SUBDISTRICT PLAN TO BE KNOWN AS SUBDISTRICT 1 FOR THE CENTENE CLAYTON CAMPUS DEVELOPMENT

Mayor Sanger opened the public hearing and requested proof of publication.

***NOTE: a transcription of the deliberations regarding Centene was prepared by a court reporter and is available as part of the official minutes.***

Mayor Sanger closed the public hearing.

Alderman Garnholz introduces Bill No. 6595, an Ordinance Approving a Subdistrict 1 Subdistrict Development Plan for the Centene Clayton Campus Special Development District; and Other Actions Related Thereto to be read for the first time by title only. Alderman Boulton seconded.

City Attorney O'Keefe reads Bill No. 6595, an Ordinance Approving a Subdistrict 1 Subdistrict Development Plan for the Centene Clayton Campus Special Development District; and Other Actions Related Thereto for the first time by title only.

The motion passed unanimously on a voice vote.

Alderman Garnholz moved that the Board give unanimous consent to consideration for adoption of Bill No. 6595 on the day of its introduction. Alderman Boulton seconded.

The motion passed unanimously on a voice vote.

Alderman Garnholz introduces Bill No. 6595, an Ordinance Approving a Subdistrict 1 Subdistrict Development Plan for the Centene Clayton Campus Special Development District; and Other Actions Related Thereto to be read for the second time by title only. Alderman Boulton seconded.

City Attorney O'Keefe reads Bill No. 6595, an Ordinance Approving a Subdistrict 1 Subdistrict Development Plan for the Centene Clayton Campus Special Development District; and Other Actions Related Thereto for the second time by title only.

Alderman Garnholz – Aye; Alderman Boulton – Aye; Alderman Berger – Aye; Alderman Lintz – Aye; Alderman Berkowitz – Aye; and Mayor Sanger – Aye. The bill was adopted and became Ordinance No. 6464 of the City of Clayton.

A PUBLIC HEARING TO CONSIDER AN ORDINANCE ADOPTING A SPECIAL DEVELOPMENT SUBDISTRICT PLAN TO BE KNOWN AS SUBDISTRICT 2A FOR THE CENTENE CLAYTON CAMPUS DEVELOPMENT

Mayor Sanger opened the public hearing and requested proof of publication.

*NOTE: a transcription of the deliberations regarding Centene was prepared by a court reporter and is available as part of the official minutes.*

Mayor Sanger closed the public hearing.

Alderman Garnholz introduces Bill No. 6596, An Ordinance Approving a Subdistrict 2A Development Plan for the Centene Clayton Campus Special Development District and Other Actions Related Thereto to be read for the first time by title only. Alderman Boulton seconded.

City Attorney O'Keefe reads Bill No. 6596, An Ordinance Approving a Subdistrict 2A Development Plan for the Centene Clayton Campus Special Development District and Other Actions Related Thereto to for the first time by title only.

The motion passed unanimously on a voice vote.

Alderman Garnholz moved that the Board give unanimous consent to consideration for adoption of Bill No. 6596 on the day of its introduction. Alderman Boulton seconded.

The motion passed unanimously on a voice vote.

Alderman Garnholz introduces Bill No. 6596, An Ordinance Approving a Subdistrict 2A Development Plan for the Centene Clayton Campus Special Development District and Other Actions Related Thereto to be read for the second time by title only. Alderman Boulton seconded.

City Attorney O'Keefe reads Bill No. 6596, An Ordinance Approving a Subdistrict 2A Development Plan for the Centene Clayton Campus Special Development District and Other Actions Related Thereto to for the second time by title only.

Alderman Garnholz – Aye; Alderman Boulton – Aye; Alderman Berger – Aye; Alderman Lintz – Aye; Alderman Berkowitz – Aye; and Mayor Sanger – Aye. The bill was adopted and became Ordinance No. 6465 of the City of Clayton.

Mayor Sanger adjourned at 9:30 p.m. for a five – minute break.

Meeting called to order at 9:35 p.m.

AN ORDINANCE TO CONSIDER APPROVING REVISIONS TO CHAPTER 215, ENTITLED OFFENSES OF THE CODE OF ORDINANCES, WOULD BE AMENDED BY THE ADDITION OF SEVERAL NEW SECTIONS AND BY AMENDING CERTAIN EXISTING SECTIONS, THE PURPOSE OF WHICH IS TO ENSURE CONSISTENCY WITH THE REVISION OF MISSOURI STATE STATUTES THAT WILL OCCUR ON JANUARY 1, 2017

City Manager Owens reported that due to the recently approved revisions of the Missouri State Statutes and under the direction of the City Attorney staff recommends Board approval for several major changes to Chapter 215, Offenses. Those changes are as follows:

1. New restrictions on registered sex offenders have been added.
2. Tobacco regulations now include vapor products and alternative nicotine products – also, see note about tobacco regulations below.
3. A new section has been added relating to computer tampering.
4. The section regarding assaults on law enforcement officers was amended to include police canines, highway workers, utility workers and similar workers.
5. A new section was added concerning failure to comply with orders of law enforcement officers.
6. The previous section regarding “Parental Responsibility” was replaced with a new section concerning “Failure to Supervise Minors”.

In addition, with regard to tobacco regulations, St. Louis County has enacted new health regulations changing the age for tobacco purchase and possession from 18 to 21 (Ordinance 26,522).

The City is not required to amend its ordinance unless the City wants to prosecute tobacco violations for 18-20 year olds in its Municipal Court. At least one city has amended its Code, but, a few cities disagree with the County and are leaving that enforcement to the County.

In response to Alderman Boulton’s question regarding firefighters carrying firearms, City Attorney O’Keefe explained that State law allows firefighters to carry firearms when there are workplace policies (status as an employer) in place. He clarified that the City could not pass ordinances at variance with the State’s gun regulations; there is a specific preemption in State law which says that no municipal ordinance can be at variance with the State’s legislation with respect to firearms and ammunition. City Manager Owens added that it is all subject to the City’s own policies, rules, and regulations within departmental policy.

In response to Alderman Berger’s question regarding the computer tampering language, City Attorney O’Keefe confirmed that staff has taken the language of the State statutes and inserting it into the City’s ordinance. This is an outgrowth of the State’s, first time in forty years, doing a major overhaul of the criminal code.

Alderman Berger commented on his concerns regarding cyber bullying.

**Alderman Garnholz introduces Bill No. 6597, an Ordinance Amending Chapter 215 of the Municipal Code by the Addition of Several New Sections or Provisions and by the Amendment of Several Existing Sections and Provisions All Relating to Offenses to be read for the first time by title only. Alderman Boulton seconded.**

**City Attorney O’Keefe reads Bill No. 6597, an Ordinance Amending Chapter 215 of the Municipal Code by the Addition of Several New Sections or Provisions and by the Amendment of Several Existing Sections and Provisions All Relating to Offenses to for the first time by title only.**

**The motion passed unanimously on a voice vote.**

**Alderman Garnholz moved that the Board give unanimous consent to consideration for adoption of Bill No. 6597 on the day of its introduction. Alderman Boulton seconded.**

**The motion passed unanimously on a voice vote.**

**Alderman Garnholz introduces Bill No. 6597, an Ordinance Amending Chapter 215 of the Municipal Code by the Addition of Several New Sections or Provisions and by the**

**Amendment of Several Existing Sections and Provisions All Relating to Offenses to be read for the second time by title only. Alderman Boulton seconded.**

**City Attorney O'Keefe reads Bill No. 6597, an Ordinance Amending Chapter 215 of the Municipal Code by the Addition of Several New Sections or Provisions and by the Amendment of Several Existing Sections and Provisions All Relating to Offenses to for the second time by title only.**

**Alderman Garnholz – Aye; Alderman Boulton – Aye; Alderman Berger – Aye; Alderman Lintz – Aye; Alderman Berkowitz – Aye; and Mayor Sanger – Aye. The bill was adopted and became Ordinance No. 6466 of the City of Clayton.**

**AN ORDINANCE TO CONSIDER APPROVING THE 4TH QUARTER AMENDMENT TO THE FISCAL YEAR 2016 BUDGET**

City Manager Owens reported that the City of Clayton reviews and makes adjustments to its budgeted revenues and expenditures on a quarterly basis to respond to changes as the fiscal year progresses and to update the Board regarding budgetary issues. As part of the quarterly budget review, staff is presenting for your consideration the fourth and final amendment to the Fiscal Year 2016 (FY16) budget which results in an increase in fund balance of \$1.5 million to all funds throughout the year. This amendment consists of various aspects of operations, equipment replacements, capital projects and debt. Most of the large items are related to adjustments to positive bid results and timing of projects including the transfer of bond funds for construction.

This amendment maintains a surplus in the General Fund. As a reminder, the 4th Quarter Financial Report will be presented at the next Board meeting

In response to Mayor Sanger's question regarding the General Fund which shows -\$157, Janet Watson stated that we ended up in a surplus situation which will be in the next report to the Board.

**Alderman Garnholz introduces Bill No. 6598, an Ordinance Amending the Fiscal Year 2016 Budget and Appropriating Funds Pursuant Thereto to be read for the first time by title only. Alderman Boulton seconded.**

**City Attorney O'Keefe reads Bill No. 6598, an Ordinance Amending the Fiscal Year 2016 Budget and Appropriating Funds Pursuant Thereto to Offenses to for the first time by title only.**

**The motion passed unanimously on a voice vote.**

**Alderman Garnholz moved that the Board give unanimous consent to consideration for adoption of Bill No. 6598 on the day of its introduction. Alderman Boulton seconded.**

**The motion passed unanimously on a voice vote.**

**Alderman Garnholz introduces Bill No. 6598, an Ordinance Amending the Fiscal Year 2016 Budget and Appropriating Funds Pursuant Thereto to be read for the second time by title only. Alderman Boulton seconded.**

**City Attorney O’Keefe reads Bill No. 6598, an Ordinance Amending the Fiscal Year 2016 Budget and Appropriating Funds Pursuant Thereto to Offenses to for the second time by title only.**

**Alderman Garnholz – Aye; Alderman Boulton – Aye; Alderman Berger – Aye; Alderman Lintz – Aye; Alderman Berkowitz – Aye; and Mayor Sanger – Aye. The bill was adopted and became Ordinance No. 6467 of the City of Clayton.**

Other

Alderman Garnholz reported that the Parks & Recreation Commission met and was provided a presentation by Jacobs Engineering on the ice rink plans.

Alderman Boulton reported that the Plan Commission meeting was cancelled due to a lack of items.

Mayor Sanger thanked City Attorney O’Keefe for his work with regard to the Missouri State of Appeal’s decision related to the County’s “police takeover” ordinance.

There being no further business the meeting was adjourned at 9:50 p.m.

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Mayor

ATTEST:

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City Clerk



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COVER SHEET INFORMATION

Date: January 10, 2017

IN RE: THE MATTER OF BOARD OF ALDERMEN MEETING  
CITY OF CLAYTON, MISSOURI

1                   IN THE CITY OF CLAYTON

2                   STATE OF MISSOURI

3  
4   IN RE:       THE MATTER OF BOARD OF ALDERMEN MEETING  
5               January 10, 2017  
6

7               BE IT REMEMBERED that the above-entitled  
8 matter came on for a hearing at Clayton City Hall,  
9 Second Floor Council Chambers, 10 North Bemiston  
10 Avenue, in the City of Clayton, State of Missouri, on  
11 the 10th day of January, A.D., 2017, commencing at the  
12 hour of 7:00 in the evening of that day, said hearing  
13 having been called by the City of Clayton Board of  
14 Aldermen, pursuant to the issuance of due notice to all  
15 parties in interest, and the following is a transcript  
16 of a portion of the proceedings held during the course  
17 of that hearing.  
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2 APPEARANCES:

3  
4 Harold Sanger - Mayor

5 Cynthia Garnholz - Alderwoman

6 Joanne Boulton - Alderwoman

7 Richard Lintz - Alderman

8 Alex Berger III - Alderman

9 Ira Berkowitz - Alderman

10  
11 Kevin O'Keefe - City Attorney

12 Craig Owens - City Manager

13 June Frazier - City Clerk

14  
15 Bills Number 6444, 6445, 6593, 6594, 6595 and 6596 -

16 Clayton Centene Campus Project

1           (The court reporter was instructed to only  
2 transcribe the public hearing portion of the meeting  
3 pertaining to Centene Corporation.)

4           MR. SANGER: We have a public hearing  
5 regarding Bills Number 6593, '94, Amendment Special  
6 Development District for Centene and request proof of  
7 publication. Mr. City Manager?

8           MR. OWENS: The first item tonight is to  
9 consider an amendment to the original rezoning to SDD  
10 and the Special Development Plan for the Centene  
11 Clayton Campus, which were approved by the Board of  
12 Aldermen on September 27, 2016, via Ordinance Nos. 6444  
13 and 6445.

14           The specific revisions are as follows:

15           1. Enlarge the boundary of Subdistrict 1,  
16 toward the east, to include the area between the  
17 current east boundary of Subdistrict 1 and (South) Lyle  
18 Avenue.

19           2. Decrease the area of Subdistrict 2  
20 and divide Subdistrict 2 into three separate  
21 subdistricts, Subdistrict 2A, 2B and 2C.

22           3. South Lyle Avenue will not be  
23 relocated. It will remain in its current location  
24 (between new Subdistrict 1 and Subdistricts 2A and C)  
25 with the following changes:

1           A. It will be widened to accommodate two  
2 northbound lanes to provide separate left and right  
3 turn lanes and one southbound lane with parallel  
4 parking.

5           B. All drive lanes will meet city  
6 standards of 12 feet wide, with the City standard  
7 streetscape and lighting defining both sides of the  
8 reconfigured South Lyle Avenue.

9           4. To allow left turns onto Forsyth from  
10 Subdistrict 1 and Subdistrict 2A Forsyth parking garage  
11 entrances as well as from South Lyle Avenue.

12           5. Align Subdistrict 1 garage entrance  
13 with signaled Forsyth intersection at North Lyle  
14 Avenue. Align Subdistrict 2A garage entrance with  
15 signaled Forsyth Boulevard intersection with Lee  
16 Avenue.

17           6. In Subdistrict 1, remove southwest  
18 alley entrance ramp, across and west of The Crescent to  
19 below grade parking.

20           7. Adjust Subdistrict 1 internal ramping  
21 to allow for limited ingress/egress through the  
22 remaining north alley entrance.

23           8. Incorporate building massing step-down  
24 to South Lyle on the east end of the Subdistrict 1  
25 parking structure.

1                   9. The location of the corporate  
2 auditorium shifts from Subdistrict 3 to Subdistrict 2B.

3                   10. Shift a portion of the planned  
4 residential units from the previous Subdistrict 2 to  
5 Subdistrict 2C and shift 50 to 70 units to Subdistrict  
6 3.

7                   11. Increase the maximum allowable height  
8 of the residential structures in Subdistrict 2C from  
9 100 feet to 150 feet above referenced grade.

10                  12. Incorporate various minor adjustments  
11 to office, retail, residential, assembly, corporate  
12 loading and parking areas across all subdistricts.

13                  If the amendment is approved, the existing  
14 SDD zoning ordinance and Special Development District  
15 Plan will be modified pursuant to the Special  
16 Development District submittal attached in your packet  
17 dated December 19, 2016.

18                  Each subdistrict requires separate  
19 approval of individual subdistrict plans for each of  
20 the six subdistricts. Subdistrict Plans for Subdistrict  
21 1 and 2A are also being considered this evening by  
22 separate agenda items.

23                  The Site Plan Review (by the Plan  
24 Commission), and Architectural Review (by the  
25 Architectural Review Board) for Subdistrict Plans 1 and

1 2A, were approved by the Plan Commission and ARB on  
2 December 19, 2016.

3 Outlined in your packet are various  
4 criteria for approval and analysis and the public  
5 benefit has been outlined according to the description  
6 of the applicant.

7 The Plan Commission conducted a public  
8 hearing on December 19, 2016, on the request to amend  
9 the Special Development District zoning and the Special  
10 Development Plan. The Plan Commission voted  
11 unanimously to recommend approval with the following  
12 specific conditions:

13 1. The developer shall commit to  
14 implementing parking demand management strategies that  
15 decrease parking demand and increase transit ridership;  
16 and, provide one or more mechanisms to insure that such  
17 strategies will be implemented, adapted, revised and  
18 maintained over time and changes of tenancy.

19 2. The developer shall commit to  
20 providing opportunities for enhanced pedestrian open  
21 spaces along and within pedestrian access routes and  
22 designated plaza areas and in association with the  
23 structures to be built within Subdistricts 2B and C.

24 The following traffic improvements be  
25 implemented and the design and phasing of each

1 improvement will be considered in detail prior to the  
2 issuance of a building permit and/or right-of-way  
3 permit pursuant to the associated work.

4 I will not read those this evening. They  
5 are outlined in the staff report.

6 The applicant will consider installing  
7 accommodations for wheelchair access in conjunction  
8 with the proposed stairway at the midblock pedestrian  
9 connection between the building known as The Crescent  
10 to the west, and the proposed parking garage to the  
11 east.

12 It is staff's recommendation -- staff has  
13 considered and analyzed the additional data provided by  
14 the applicant and staff's recommendation to the Board  
15 of Aldermen is to approve the request subject to the  
16 conditions set forth in the Amended Special Development  
17 Plan approval ordinance.

18 THE CHAIRMAN: Okay. This is a public  
19 hearing. Who is up from Centene, to have a  
20 conversation?

21 Please state your name.

22 MR. CHAPMAN: Good evening. My name is  
23 Larry Chapman. Good evening and happy new year.

24 THE CHAIRMAN: Good evening.

25 MR. CHAPMAN: I'm here to represent



1 Centene tonight. It's good to see you all again. I'm  
2 sorry Bob couldn't be here. He passes on his regrets.  
3 If he could have been, he would have been. It just  
4 wasn't going to happen this evening.

5 I'm also here with our terrific world  
6 class team, HOK and Cushman Wakefield. I will  
7 introduce Eli in a minute, to go through some of the  
8 details of what we want to touch on tonight.

9 First, I just wanted to thank everybody,  
10 thank this board, thank the Architectural Review Board.  
11 It's been a terrific, collaborative effort. It never  
12 ceases to amaze me, how much time and effort volunteers  
13 will spend on their city and just work their butts off.  
14 Excuse me. I almost said something I probably  
15 shouldn't have.

16 And then, of course, the staff. I mean,  
17 the staff has been a bunch of true professionals. They  
18 have been just amazing to work with over the months  
19 that have passed. We have learned to work with each  
20 other and developed a great way of communicating.

21 We are really getting the most terrific  
22 results that I think we could expect. We are really  
23 excited. We are getting close to being able to put a  
24 shovel in the ground. That's always the most fun  
25 thing, for me anyway. It's what I get my kicks from

1 and I think we can say that we have listened. We have  
2 listened to everybody that we have come across. We  
3 have gone out into the neighborhoods and we have heard  
4 every group and every owner that we could talk to and  
5 accommodated most everything that we have heard.

6           You can't do 100 percent of everything but  
7 I think what we have now is a really terrific, evolved  
8 plan that is consistent with the original concept that  
9 we presented. We haven't deviated in a great way.

10           But we do need to come in and do some  
11 housekeeping tonight. Craig went through some details  
12 there. We do need to amend the SDD, primarily because  
13 the traffic study said that we need to put some roads  
14 and things in a different place, to accommodate the  
15 staff comments, but I think those are all good things.  
16 We have revised boundaries because of that.

17           And we moved a few uses around also. We  
18 moved the auditorium to a much better spot, more iconic  
19 and a better entry into the city and then we had some  
20 other uses move around, which will be the subject of  
21 future approvals of future subdevelopment districts.

22           In addition, we do want approval of SD1  
23 this evening and also we are going to go through SD2  
24 and ask for specific approval of what is now known as  
25 SD2A, which is an integral part of getting the first,

1 SD1, constructed. So rather than blather on here, I am  
2 going to introduce Eli Hoisington and ask him to go  
3 through the comments on the plan. I was supposed to  
4 arrow things and take this up. It is also not working,  
5 Eli, so you are going to have to tell me which one I  
6 was supposed to hit.

7 MR. HOISINGTON: There you go.

8 MR. CAMPBELL: That's what I just asked  
9 for. Eli, do you want to come up here and tell people  
10 what we are going to tell them tonight? That would be  
11 great.

12 MR. HOISINGTON: Certainly.

13 Mayor Sanger, board members. Thank you  
14 for the time and I second that it has been a truly  
15 interesting and fun experience, getting the comments  
16 and input that we have had throughout this process.

17 THE CHAIRMAN: Eli, tell everybody what  
18 your position is.

19 MR. HOISINGTON: Certainly. I apologize.  
20 Eli Hoisington, I'm with HOK, design principal in  
21 St. Louis and obviously, co-representing the team  
22 tonight.

23 So just a quick finish on the thank you.  
24 It's been a heck of a time, working through the  
25 process. So as Larry said, we have three things to

1 review with you tonight. The update on the SDD, the  
2 overall plan. I'm going to go through some  
3 clarifications again, as we did with the Architectural  
4 Review Board, to sort of answer the high level things  
5 that Craig had gone through and then we will get into  
6 SD1, as well. That's the second presentation and then  
7 finally, SD2A.

8 Obviously, open and willing to answer  
9 questions, as need be. We have added a few  
10 clarifications but no changes. We are not going to  
11 vote to do any changes, beyond what was approved at  
12 ARB. We are simply looking to illustrate and clarify  
13 for you, anything that may have come up, to this time.

14 So the Special Development District  
15 overlay. This graphic represents the entirety of the  
16 overall plan as you may have seen and a great first  
17 question that we talked about, a few weeks back was why  
18 are we resubmitting, what is the intent here?

19 And the response, really is that we had a  
20 lot of great comments that came through the conditional  
21 approval, that were asked to be addressed by the team,  
22 from traffic to these pedestrian connections, active  
23 street frontages, for example. So the intent is to  
24 address all of those. Something that we talked, at  
25 length, with the review board about.

1           So specifics, we have a range SD1 and SD2  
2 plan range, that is the boundaries that we are talking  
3 about. Primarily to leave South Lyle in place, as was  
4 requested. That allowed us to then align the two  
5 garage entry and exit points.

6           That signal location is key to the traffic  
7 report for North Lyle and for Lee. So fundamentally,  
8 we are addressing and responding directly to requests  
9 and recommendations of the city's traffic report.

10           Point two, we did modify the Subdistrict 3  
11 plan, to provide a publicly accessible pedestrian  
12 connection between MetroLink and SD3 and there was a  
13 subset to modify the SD2 plan for the provisions of a  
14 midblock connection between Forsyth and Carondelet. We  
15 will get to that in more detail, shortly.

16           Point three, we wanted to make sure there  
17 was active retail, commercial and residential uses and  
18 I key that up, because that is one of the use changes  
19 that you will see from our September submission, where  
20 we had essentially moved a few key pieces of program  
21 around, in the interest of getting more active  
22 frontages, which is part of the Master Plan.

23           And lastly, we think the opportunity to do  
24 that, in combination with the SD2B move, which is  
25 relocating the auditorium from 3 to 2B, allows for a

1 signature piece in this new corporate civic auditorium  
2 and also allows it to move quicker, which is an  
3 important thing, for, I think, the city and for  
4 Centene.

5           So these are just, graphically, those key  
6 points. The realignment of Lee and -- I'm sorry. The  
7 alignment here, with entries in green. Remaining Lyle  
8 in place and to your point, Craig, we have met with the  
9 -- three dedicated travel lanes as well as the parallel  
10 parking lane, per recommendation and then a few of  
11 these other points.

12           For example, maintain secondary access and  
13 cross linkages to MetroLink. So fundamentally, what  
14 this did is make SD1 a little bigger, built up more  
15 land area there and SD2 a little smaller, but we were  
16 able to work through that pretty efficiently.

17           These are the midblock connections we are  
18 making provisions for, so that we can allow for these  
19 pedestrian thoroughways to occur. And then identifying  
20 to the Master Plan's desire for these active frontages.

21           Basically, red is places where we are  
22 looking at future retail. Blue is key elements, so  
23 things that happen pretty quickly. The big blue being  
24 the auditorium and on the left side being Wellbridge,  
25 now relocated to that corner. So this is, sort of, the

1 output of a lot of these changes, which as Larry said,  
2 we think made the plan a whole lot better. So another  
3 good question, is this totally different? With these  
4 changes, are there different heights and densities?

5 The answer is fundamentally no, from what  
6 was initially approved. In fact, we have slightly  
7 reduced the area, from 4.58 million square feet in the  
8 overall SDD to 4.32 and the most, the big piece of that  
9 reduction is the structured parking.

10 So we actually pulled out about 235,000  
11 square feet of structured feet of structured parking,  
12 between when you guys first looked at this and what we  
13 are showing you tonight.

14 And that's in alignment with this approved  
15 maximum of 5,800 parking spaces. So again, we are  
16 listening. We are abiding by the things that were  
17 recommended.

18 Within that, a really interesting point is  
19 the total office space remained essentially the same.  
20 We are within 1.6 percent of where we were in the  
21 September design, so you can see 1.39 versus 1.42.

22 So the intent is we are going to maintain  
23 the things that we came to you with. We're just --  
24 we're getting a lot smarter and a lot better about how  
25 we do parking, how much of it there is and where it is

1 located. And essentially, then again, the other uses,  
2 housing, retail, retail ready and corporate lodging,  
3 really is only about 5.3 percent different and that was  
4 really, just that five percent is about moving those  
5 boundaries around.

6 And importantly, the overall big tower  
7 heights we did not change. We are asking for the  
8 additional 50 feet of height on SD2 to accommodate for  
9 the reduced site area and we talked about that in the  
10 Architectural Review Board submission.

11 A follow-up question: Were we trying to  
12 now overdevelop 1 and 2, even though the overall areas  
13 are comparable? The answer is no. We are only about  
14 within 2.17 percent larger than where we were.

15 So again, the message here is looking for  
16 consistency, looking to address key staff comments and  
17 city comments, but to get more thoughtful about how we  
18 are addressing some of the traffic issues.

19 So for example, currently in SD1 and 2,  
20 that we are asking for, the two garages, we actually  
21 have 200 less parking spaces than we did, about 61,000  
22 of that 235 is taken out as in this first seek for  
23 approval. And we have increased the retail ready  
24 space. That's that red and blue diagram I showed you  
25 earlier.



1                   So looking to answer all of these  
2 questions that came up throughout the process of the  
3 last few months, with everyone here.

4                   MS. BOULTON: Eli, are you taking  
5 questions as we go?

6                   MR. HOISINGTON: I'm happy to take  
7 questions as we go, absolutely.

8                   MS. BOULTON: Could you go back to the  
9 prior?

10                  MR. HOISINGTON: Sure.

11                  MS. BOULTON: So you have decreased -- the  
12 overall has decreased 4.5. What does the M stand for?

13                  MR. HOISINGTON: Million.

14                  MS. BOULTON: Million square feet and 4.32  
15 million square feet. Where is that? Where are we  
16 seeing that?

17                  MR. HOISINGTON: Sure. Again, that first  
18 point with that, about 235,000 square feet of  
19 structured parking, that's the bulk of it. So that's  
20 the compression of the two garages that were on Forsyth  
21 and I've got a graphic coming up, that shows how those  
22 got a lot smaller. So that's most of it.

23                  MS. BOULTON: But we've also seen a  
24 decrease of open space.

25                  MR. HOISINGTON: A small one and I'll get

1 to that. It's actually -- it's a relatively small  
2 amount of open space, in my opinion. It's about a  
3 eight to ten percent reduction of the total space.  
4 That, I will get to in a second.

5 MS. BOULTON: So it's filling it with --  
6 it would be --

7 THE CHAIRMAN: Joanne, speak up, please.

8 MS. BOULTON: If we have reduced open  
9 space and we've reduced the amount that we're planting  
10 -- that we're building on --

11 MR. BERKOWITZ: Right. Where did it go?

12 MS. BOULTON: -- where did it go?

13 MR. HOISINGTON: So -- that's a great  
14 question. So one of the points we brought up was we  
15 had done things like we stepped the building down,  
16 along Lyle, right? That was a request that was made of  
17 us. That's an area that's come out of this, sort of,  
18 three-dimensional volume of space.

19 MS. BOULTON: Okay.

20 MR. HOISINGTON: We've also stepped down  
21 the corner at Forsyth and Hanley, significantly, down  
22 to a two-story structure, instead of an eight-story  
23 garage. That's a big change for us. We also pulled  
24 the Hanley tower northwards, if you remember. So we've  
25 done a lot of three-dimensional reductions, to abide by

1 a lot of the comments that came out, great comments.  
2 And then in doing so, we have looked for every  
3 opportunity to maintain open space, to the extent that  
4 we can and do some of these other developments. So  
5 it's a push and pull and it's complicated, because it  
6 is three-dimensional pieces.

7 MS. BOULTON: Right. So it's volume that  
8 you reduced.

9 MR. HOISINGTON: Volume, fundamentally,  
10 has been reduced. Yes. But importantly, a lot of the  
11 above-grade volume.

12 MS. BOULTON: Right. And you have widened  
13 right of way, also? Is that part of it?

14 MR. HOISINGTON: I'd have to go back and  
15 look at the specific right of way with that,  
16 particularly at existing Lyle, when we had it moved. I  
17 don't know the exact answer but I know that we've  
18 maintained the multiple lanes that were requested.

19 MS. BOULTON: I see.

20 MR. HOISINGTON: So there's the potential  
21 for a little bit of additional width there.

22 MS. BOULTON: Were you talking about the  
23 sidewalk depth?

24 MR. HOISINGTON: Yes. Great question and  
25 we'll get to that graphic. I have a good graphic that

1 describes that. We definitely did increase public  
2 right of way on major streets, Forsyth and Hanley in  
3 particular. And that was just based off of  
4 development. The more we got into stuff, the more we  
5 looked at where we could, sort of, balance those  
6 different areas.

7 MS. BOULTON: But those calculations are  
8 not in your open space calculations?

9 MR. HOISINGTON: The current one, that I  
10 will show you now, it is. That was something that we  
11 --

12 MS. BOULTON: Okay.

13 MR. HOISINGTON: -- talked about at the  
14 ARB meeting. Great questions. I think I have been  
15 able to answer most of them too.

16 MS. BOULTON: Yes.

17 MR. HOISINGTON: Okay, good. We talked  
18 about the development, so these are important points.  
19 I think I have the answer. Here is the answer to your  
20 open space question.

21 So to your point, we did go back and look  
22 at those areas that we showed at the ARB, which is  
23 increased public right of way and if we calculate those  
24 as -- we were talking about, we were really -- we were  
25 at 1.77 acres in September. We are at 1.625, now.

1           So it's about an eight percent change and  
2 there's a question. What of that is green, you know,  
3 real planted, landscaped areas? We had about .48 acres  
4 in the initial submission. We are at .43 right now,  
5 across the full SDD.

6           So about an eight percent difference from  
7 the total open space and about ten percent, you know,  
8 .05 acres less, total landscaped, green stuff, plants,  
9 grass, et cetera than we were.

10           And I think one of the things that we said  
11 and we are still committed to now is that as we look at  
12 future approvals, we will continue to look to gain  
13 additional open space back, to gain, you know, within  
14 that .1 acres or so. I think we can commit to continue  
15 to look for it, in 2B, C and 3.

16           MS. BOULTON: Did you happen to do your  
17 percentage decrease in volume?

18           MR. HOISINGTON: I didn't. It's a great  
19 question but I would -- we can certainly get you that.  
20 Yes.

21           MR. BERKOWITZ: Can I, a point of  
22 clarification?

23           MR. HOISINGTON: Please.

24           MR. BERKOWITZ: You know, I can see that  
25 you have distinguished between open space, green space.

1 MR. HOISINGTON: Uh-huh.

2 MR. BERKOWITZ: I wasn't in on the  
3 commission meeting --

4 MR. HOISINGTON: Sure.

5 MR. BERKOWITZ: -- so I don't have an idea  
6 of exactly what that means but --

7 MR. HOISINGTON: I can --

8 MR. BERKOWITZ: -- it sounds like it's not  
9 green, if it's open.

10 MR. HOISINGTON: So I will define it for  
11 you. So when we say public open space, it's -- it  
12 includes green. It's paved and green but nothing that  
13 a car drives on, right?

14 So if it's a driveway that's cutting  
15 through a plaza, we don't count it. That's a road. So  
16 open space is a place that you and I could go stand and  
17 have a coffee and talk or a green space is part of it.  
18 So that's what we define as open space. It's  
19 accessible to the public. So that's the 1.77 or the  
20 1.625.

21 MR. BERKOWITZ: You distinguish it by  
22 defining and providing specific acreage --

23 MR. HOISINGTON: Uh-huh.

24 MR. BERKOWITZ: -- so you know which is --  
25 what is going to be green, of the open space --

1 MR. HOISINGTON: Yes.

2 MR. BERKOWITZ: -- and what will be just  
3 -- not green, paved or whatever; is that --

4 MR. HOISINGTON: Yes. Correct and that is  
5 the second bullet. So let's talk about it right now.  
6 We're at 1.625 acres of total public open space. That  
7 is the space that you and I can go walk and hang out  
8 in. It's not covered by a roadway or a dropoff.

9 MR. BERKOWITZ: Or on that sidewalk?

10 MR. HOISINGTON: Sidewalk is counted as a  
11 public open space, because it is accessible, but we  
12 don't count the road, the curb cuts that go through it.  
13 So if it's within the public realm and it's on our  
14 property -- so not the -- not outside of our property  
15 line, that's public open space.

16 MS. BOULTON: So you mean the additional  
17 -- so are you -- typically, you would have a public  
18 right of way on the sidewalk.

19 MR. HOISINGTON: Uh-huh, 12 and change is  
20 the city standard.

21 MS. BOULTON: And you guys have showed us  
22 --

23 MR. BERKOWITZ: You have increased the  
24 width of the sidewalk and that increase is what you are  
25 talking about, as --

1 MR. HOISINGTON: Correct.

2 MR. BERKOWITZ: -- open space?

3 MR. HOISINGTON: It's open.

4 MR. BERKOWITZ: Not the whole sidewalk --

5 MR. HOISINGTON: Correct.

6 MR. BERKOWITZ: -- just the part that  
7 you've increased?

8 MR. HOISINGTON: Yeah, exactly. Yeah.  
9 Great questions. So the goal here was as we fielded  
10 commented and looked at these changes, again, it was to  
11 try and keep these values that we showed you initially,  
12 even through much more detailed design, as close as we  
13 could.

14 We committed to continuing to push on that  
15 and look for -- as we get into detailed design on the  
16 future phases to, you know, see what we could find, in  
17 terms of that additional green space. It's important.

18 MR. BERKOWITZ: It is important. I guess  
19 my question to you is: It is less than in September.  
20 I would have preferred more than in September, rather  
21 than less, okay?

22 Your employer, Centene has indicated in  
23 all of their promotional material that they have -- the  
24 Centene campus will create -- I'm going to read it to  
25 you. "Expanded Centene campus will create a pedestrian



1 friendly district, with open public green spaces."

2 That's their promotional -- on their website --

3 MR. HOISINGTON: Uh-huh.

4 MR. BERKOWITZ: -- and yet, I don't see  
5 it.

6 MR. HOISINGTON: Sure.

7 MR. BERKOWITZ: I don't see it. Maybe you  
8 will show it to me later.

9 MR. HOISINGTON: Yeah. We will get into  
10 it and I think it's an important discussion point, as  
11 we look at the plan. So we can break the percentages  
12 down, of how much --

13 MR. BERKOWITZ: Like part of the sidewalk  
14 an open public green space.

15 MR. HOISINGTON: We would agree. That is  
16 part of our open space. And that is part of this  
17 active street frontage that's so important, I think, in  
18 the Master Plan.

19 You have to have those areas where a  
20 retailer -- like outside of the current garage. We  
21 need space for cafe tables and places to gather. So  
22 where that is, where we feel those are important, we go  
23 more hardscape. Where there are places for pause or  
24 buffers, we looked at true green space and that's all,  
25 sort of, corners and grounds, so it's --

1 MR. BERKOWITZ: You will show me?

2 MR. HOISINGTON: Yes. We'll get into  
3 that. We have some more detailed plans coming up.

4 The last question, I think, which has been  
5 well addressed, but I thought I would hit it one more  
6 time, which is: Why did we ask for 2 to be broken into  
7 three different parcels?

8 And again, I think the intent is  
9 logistics. Getting that auditorium built, quickly and  
10 then allowing us the time frame to design, to do these  
11 other phases. So we are committed to the overall  
12 block, but this is an important piece of isolating  
13 that, the first phase in 2A.

14 Talking about SDD, it's important to say  
15 that we still stand by everything that we said, which  
16 is this is an important piece of the long-term vision,  
17 the strong extension along Forsyth and I think a lot of  
18 what we have done is enhance that.

19 Again, we are still in the same bounds of  
20 area. We simply relocated some of the internal  
21 boundaries within those zones. So between, basically  
22 SD1 and 2. So this is what you first saw in September  
23 and a quick flick and you can kind of see the space  
24 between 1 and 2 is shifting. You can see the  
25 step-downs in the massing that were referred to, et

1 cetera, et cetera.

2 MR. BERKOWITZ: Could you repeat that, one  
3 more time?

4 MR. HOISINGTON: Sure.

5 THE CHAIRMAN: Slowly.

6 MR. HOISINGTON: All right. Ready to  
7 flip. Flip. So this is where we were. This is where  
8 we are headed.

9 THE CHAIRMAN: One more time.

10 MR. HOISINGTON: Back. Forward.

11 THE CHAIRMAN: Okay.

12 MS. GARNHOLZ: Is the building in SD2C  
13 seem taller?

14 MR. HOISINGTON: That's the additional 50  
15 feet that we requested. Yes.

16 A couple of things have changed. Again,  
17 the point of the key 10, which is the office space.  
18 You can see the top drawing is what we submitted in  
19 September and the bottom is the new submittal.

20 So you can see, basically, almost exactly  
21 where things were. A little bit of architectural  
22 shaping around SD1, as we have gotten into design. I  
23 think this is a really important slide, that talks  
24 about what Larry hit on, which is the redistribution of  
25 the eastern side of the development.

1           The opportunity to locate Wellbridge at  
2 the corner was a key feature, as we looked to resize  
3 SD1. We get a more appropriate urban corner and I  
4 think you get a real active use there.

5           We then bookend that with the auditorium,  
6 as a gateway, really, for people coming from the east.  
7 Much more visible than it was, facing the other way.  
8 And that allowed us to do this separation of the  
9 residential. So a small --

10           THE CHAIRMAN: Turn it off.

11           MR. HOISINGTON: How do I turn it off?

12           THE CHAIRMAN: The button --

13           MR. HOISINGTON: Thank you. I will just  
14 speak up. Sorry about that technical -- is this loud  
15 enough, that everybody can hear me? All right. I will  
16 just try and be -- I will just try and vocalize.

17           So the residential units, this allowed us  
18 to put residential in SD3 along Forsyth and have a  
19 smaller development of residential at 2C.

20           Thanks.

21           That's actually a lot easier than doing  
22 this all night, as well. This is, I think, an  
23 important point to make. The top drawing is the  
24 initial layout of vehicular traffic that we showed in  
25 September.

1           So I'm going to focus on a couple of  
2 really key issues, to get through this. The yellow  
3 indicates areas that we agreed to change.

4           We said that we would accommodate this  
5 signal. We said that we would accommodate that signal  
6 as future signals and we would hit this signal.

7           And that's what's represented below, so  
8 the dashed red, that's the new alignment, right? We  
9 have done that. We have done that, and we have done  
10 that and we are going to allow for this.

11           So it's a very high level, just to say  
12 this is what you saw last, this is where we are headed  
13 and we've maintained the Carondelet points. Here's  
14 one. Here's the next, same as we had.

15           We've eliminated this service, that was on  
16 the alley, which I think is a real benefit and we've  
17 moved what was an access point, kind of congested at  
18 this corner here.

19           And as Craig had read, there's an  
20 agreement as to limitation on those exits, which we  
21 will obviously comply by, in terms of how they are  
22 handled. So an important thing to note are things that  
23 we have agreed to do and the things that have remained  
24 the same.

25           THE CHAIRMAN: Before you leave the screen

1 there, could you talk for a minute about why the  
2 footprint of the east garage expanded?

3 MR. HOISINGTON: Certainly.

4 The footprint of the east garage expanded  
5 for two reasons. One is we wanted -- there's actually  
6 the benefit of a three-bay garage. It's actually more  
7 efficient, so I can -- we can actually get a little bit  
8 less garage stuff, bulk to Alderman Boulton's point,  
9 within that, sort of, density. It's sort of a nice  
10 thing to be able to do.

11 Point two is it allowed us to have it be  
12 less frontage on Forsyth, Mayor Sanger, which I think  
13 is a net positive and part of our active street  
14 frontage.

15 Point three was it made room for the  
16 auditorium to fit. So three strategies to make it  
17 three bays instead of two.

18 THE CHAIRMAN: -- would it -- okay.

19 MS. BOULTON: It also had to do with --  
20 because of maintaining Lyle, it had to become smaller,  
21 because they wanted to keep -- Crescent wanted Lyle  
22 kept in its current place.

23 THE CHAIRMAN: Okay.

24 MR. HOISINGTON: Uh-huh.

25 THE CHAIRMAN: So would an option not have

1    been to go down lower?

2                   MR. HOISINGTON:  We are already down lower  
3    than we were, in terms of -- I think we are about half  
4    a floor lower and based on preliminary soils report, we  
5    are kind of hitting rock, from where we can see.

6                   One thing that is interesting to note  
7    here, Mayor, as well is the count that we initially  
8    submitted in that, that was the big garage, initially.  
9    It was 2,112, I think.  I will have numbers pop up in a  
10   minute and we are significantly less now.

11                   So that garage might -- I think it's in  
12   the range of 500 cars less, so it got smaller and more  
13   compact.  It allowed for Lyle to stay where it was and  
14   created room for these other developments on the site.

15                   THE CHAIRMAN:  But it also pushed  
16   everything south?

17                   MR. HOISINGTON:  It did.  One thing that  
18   we had anticipated was some parking within that  
19   residential at the time but yeah.  It did get a little  
20   bit -- it did grow to the south as we reworked it.

21                   MR. CAMPBELL:  It is still wrapped by  
22   residential.

23                   MR. HOISINGTON:  Yes.  It was wrapped by  
24   residential.

25                   Any other questions, before I --

1 THE CHAIRMAN: No.

2 MR. HOISINGTON: Okay. This is a key  
3 diagram, so you can see it. I was off by one space.  
4 So 2,113 was where we were. That garage now is about  
5 1,660 spaces.

6 We are capped by a height that we agreed  
7 to. It is about 89'6" from Forsyth, so to your point,  
8 we think this -- in three dimensions, we have  
9 absolutely bound ourselves.

10 We have established a max height, we have  
11 bedrock, which is max bottom, we have a road, which is  
12 on the other side, so it's a volume by which we can  
13 work with and thankfully, we were able to make it  
14 happen.

15 I think one really interesting point here  
16 to make is the orange is the amount of garage facing  
17 the street, that we had, so the orange line. So you  
18 can see that there was significantly more garage on the  
19 street frontages in September than there is now, a part  
20 of that volumetric reduction.

21 And I think equally important, although we  
22 are talking about 5,800 total, what we are asking for  
23 tonight in SD1 and 2 is 219 spaces less than what we  
24 showed you in September. So this is that, kind of,  
25 compression and efficiency we look at, when we get into



1 more detailed design. We find great opportunities like  
2 this. Some neighborhood design considerations that we  
3 have talked about at length.

4 This is just illustrating the loading dock  
5 in the first tower. It's completely enclosed and able  
6 to be shut off from the alley, even for the larger  
7 vehicles that we anticipate coming to the facility, so  
8 that's a real benefit.

9 And much the same on our future 2A and I  
10 will just put the mouse over it. The dock, which will  
11 serve as service for the future retail space as well as  
12 the future auditorium, is also fully enclosed. That  
13 was an important point that came up.

14 THE CHAIRMAN: But -- would you go to the  
15 previous slide?

16 MR. HOISINGTON: Sure.

17 THE CHAIRMAN: When you say fully  
18 enclosed, you mean once the truck gets in there, the  
19 door can come down and it's fully enclosed?

20 MR. HOISINGTON: Correct.

21 THE CHAIRMAN: You use the alley to do the  
22 back up.

23 MR. HOISINGTON: Yeah. We have to use the  
24 alley to back in and I'll show you in the SD1,  
25 specifics. We have tested all of the trucks. In fact,

1 Clayco even went out and drove one, to just make sure  
2 that the computer program wasn't wrong. It's not, so  
3 we're confident with getting vehicles in and out and  
4 getting them fully out of the way as soon as they are  
5 in.

6               So the last point to make is that the --  
7 we have maintained the step-downs that again, Craig  
8 mentioned in his reading, at both sides of the alley.

9               This is the right of way that we  
10 discussed, which is an improvement over the existing  
11 road and then we spent quite a bit of time here,  
12 looking at the setback in development and in the ARB,  
13 we actually went through some details and initial  
14 concepts, that we don't have in this particular  
15 discussion.

16              We could always go to, about what it would  
17 be and extending that, we were at 30. We talked about  
18 a minimum of 35 feet, to match where we were.

19              Public open space, so this is just kind of  
20 showing --

21              This is to your question, Alderman  
22 Berkowitz. These are the locations of where those  
23 spaces are. The key ones around corners and et cetera,  
24 so as we look for these equivalent values that we have  
25 talked about, we feel, to the first point, we feel that

1 in future 2B and 2C, we can find that .1 and we feel  
2 like we can maintain the open space in the other  
3 places. So our goal is -- although we are slightly  
4 lower now is to continue to find additional space.

5 MR. BERKOWITZ: I'm looking for public  
6 green spaces.

7 MR. HOISINGTON: Yes.

8 MR. BERKOWITZ: That's what I am looking  
9 for.

10 MR. HOISINGTON: Yes. That's probably  
11 going to be best in the detail of the plan, when we get  
12 to SD -- the specific SD1 and SD2A. I can certainly --  
13 if you don't mind, I can bring it up and show you more  
14 detail at that point.

15 MR. BERKOWITZ: Sure.

16 MR. HOISINGTON: Great.

17 Green roofs, extensive amounts of green  
18 roofs, which help with our MSD stormwater, all of the  
19 utility infrastructure, so this is an important point.  
20 So everything in green you see would be green roof for  
21 the development.

22 And an important piece is that thin line,  
23 which extends towards the garage and that is a detail  
24 that looks something like this. So you see the wheel  
25 of the car and some headlights. You see a vertical

1 concrete screen that blocks the headlights that face  
2 south and then you see a detail of about two feet width  
3 of green planting, that will extend the length of the  
4 garage, to create some visual screen.

5 I know that we spent quite a bit of time  
6 on this at ARB, but we are committed to this detail, to  
7 make sure that we have greenery facing southward,  
8 towards --

9 MR. LINTZ: Could you go back, to where  
10 that is?

11 MR. HOISINGTON: Sure. So that will be  
12 all along this edge.

13 MR. LINTZ: Got it.

14 MR. HOISINGTON: Yes. And I think one of  
15 the conditions that we agreed to was full edge, in the  
16 Architectural Review Board hearing.

17 MS. GARNHOLZ: Are you fully confident  
18 that that is going to work?

19 MR. HOISINGTON: We are. The benefit of  
20 it is -- it will obviously need some irrigation. It's  
21 not going to be able to operate on its own. It has the  
22 benefit of being open to the air.

23 We have done things like this, fairly  
24 consistently. Sometimes, you do trays, so that, you  
25 know, individually, if you do have one plant die, you

1 would pull it and you would put a new one in. So there  
2 are systems that you can essentially buy, that do this  
3 and then you just have to make sure that you have to  
4 water them, so it's fairly -- and it has got great  
5 light, facing south, so we feel very good about this.

6 THE CHAIRMAN: What is the mechanism, from  
7 the city, that will make sure that these are maintained  
8 properly, rather than having a bunch of dead plants?

9 MR. OWENS: It would be the way we  
10 maintain all zoning regulations. This would be a  
11 contingent approval. If it fell out of maintenance,  
12 then we would cite them and have a conversation with  
13 them.

14 MS. GARNHOLZ: It sounds like a good idea  
15 of the western wall of Centene 1.

16 MR. BERKOWITZ: I'm in favor of that.

17 MS. GARNHOLZ: I digress.

18 MR. HOISINGTON: I have to respectfully  
19 defer on that, at this time.

20 MS. BOULTON: I --

21 MR. HOISINGTON: Go ahead.

22 MS. BOULTON: This is only about -- this  
23 is just at the top --

24 MR. HOISINGTON: Correct.

25 MS. BOULTON: -- meaning it's not starting

1 at the bottom of the wall and going up.

2 MR. HOISINGTON: Correct.

3 MS. BOULTON: It's just at the top  
4 portion, so that if someone -- headlights won't go  
5 through. People won't see that.

6 MR. HOISINGTON: Yes. The design below  
7 this is all -- committed to being a residential feel,  
8 so a mix of brick and windows. It's designed to not  
9 look like a garage, after lengthy discussions with many  
10 people around this room.

11 MS. GARNHOLZ: Could you go back one  
12 slide?

13 MR. HOISINGTON: Of course.

14 MS. GARNHOLZ: So that's what the people  
15 on the north side of the Crescent would see?

16 MR. HOISINGTON: Correct. So they will  
17 see --

18 MS. GARNHOLZ: How many feet down?

19 MR. HOISINGTON: It's the top six feet of  
20 the building and then below that will be all of the  
21 great detailing. We have a few images that will help  
22 explain that, coming up.

23 MS. BOULTON: And I believe that we had a  
24 conversation about also trying to find some ways to  
25 plant trees on the actual top.

1           MR. HOISINGTON: I think where we left it,  
2 and correct me if I am wrong, is that we were looking  
3 at -- Bob mentioned some pre purchased planter  
4 solutions that would sit -- there were a viable  
5 potential. That reconstructing the whole roof was not  
6 --

7           MS. BOULTON: Right.

8           MR. HOISINGTON: -- necessarily viable but  
9 maybe looking at that is one thing that we could study.  
10 Yes. If I remember correctly.

11          MS. BOULTON: Yes. It's in the report.

12          MR. HOISINGTON: Yes.

13                 The last point to make was we showed a lot  
14 of -- as we looked at the SDD, Mayor Sanger, to your  
15 question about where this lands on the north/south  
16 direction, although we are not here for SD2C, we can  
17 talk about the opportunity to look to ways to compress  
18 this and make an appropriate development for that  
19 future piece of land.

20                 So lastly, public art. It's an important  
21 piece of any kind of master plan, the city's plan for  
22 the SDD, so the blue dots represent opportunities  
23 within the site and landscape for public art and the  
24 red elements represent for us the opportunity for  
25 building integrated art, so much like the colored

1 canopy you see. We can see that kind of artwork being  
2 implied in other key places within the building itself.  
3 So not limiting ourselves to just sculptures at the  
4 blue dots.

5 Stormwater, I think that this -- I am not  
6 going to spend a lot of time on this. This is just to  
7 say that we have gone through it and staff has  
8 reviewed.

9 We have a drainage plan and then this  
10 simply reflects the schedule that Bob had always talked  
11 about, that these are not a significant delay as we  
12 look at the future Subdistricts 2.

13 I made that point in the beginning, that  
14 we are expediting to get the auditorium online quickly  
15 and facilitate the long-term phasing but these sites  
16 will not be -- we anticipate that they will get looked  
17 at very quickly.

18 MR. GARNHOLZ: Could you go back to that?

19 MR. HOISINGTON: Of course.

20 MS. GARNHOLZ: Could you review that, real  
21 quickly?

22 MR. HOISINGTON: So the purple is  
23 Subdistrict 1.

24 MS. GARNHOLZ: I am having trouble reading  
25 that on the screen.



1 MR. HOISINGTON: Yes. I apologize. I can  
2 walk you through it. So the purple is 1 and 2A.  
3 That's what we are here for today.

4 MS. BOULTON: Can you tell us what those  
5 dates are?

6 MR. HOISINGTON: That is 2017, '18, '19,  
7 2020. So each one of the big vertical tacks is a year  
8 and then the quarters in the little, smaller tacks.  
9 And then you can see the corporate auditorium following  
10 shortly thereafter.

11 Anticipated future phases happening,  
12 obviously, subject to approvals, both from the ARB and  
13 from this board, but we would hope to continue to move  
14 forward with the full SDD.

15 MS. GARNHOLZ: The auditorium begins in  
16 '18?

17 MR. HOISINGTON: Yes. So it is an  
18 incredibly complex thing to design, in terms of getting  
19 all of the nuances of mechanical -- when you think  
20 about going to a great speaking performance, that you  
21 are hearing mechanical systems all of the time.

22 We are not really at the success level  
23 that we need to be at. That takes a lot of  
24 coordination and detail, so we have a longer term  
25 schedule for that, which we are essentially --

1 obviously, we are designing and will continue to go  
2 forward on that. So that time gives us the ability to  
3 get all of that right, for everyone.

4               So just a quick summary here. The  
5 amendment modifications that we have walked through.  
6 Alignment of traffic, rework of existing, aligning the  
7 signals, relocating this, the request for additional  
8 height at the residential feature, requesting to  
9 relocate service off of the alley and then the shift of  
10 partial residential. So that would summarize, I think,  
11 our SDD.

12               MR. BERKOWITZ: There has been some  
13 question about the residential, in putting it where you  
14 are putting it. Is there any other location for that  
15 residential, that would be -- that would open up that  
16 area by the Ritz, that could make for more of an open  
17 space?

18               MR. HOISINGTON: What I would say is that  
19 given all of our constraints, it's very difficult to  
20 not use that piece of site, to not use that for  
21 development.

22               I think one of the things we came back  
23 with at the Board of Aldermen -- I'm sorry, the  
24 Architectural Review Board was looking for ways to  
25 design it, where we looked for more relief, which we

1 obviously commit to doing, but as we look at wanting to  
2 having that appropriate height that we have committed  
3 to everyone on Forsyth, which is that 89'6", wanting to  
4 commit to some of these other appropriate mass  
5 constraints, we start to be limited and we are also  
6 then, to your point, looking for as much open space as  
7 we can.

8                   So we are balancing our density versus  
9 open space. So it's a long way of saying I think it is  
10 an appropriate use for that piece of site. We just  
11 need to work with you and commit with you, that we are  
12 going to design it appropriately.

13                   MR. BERKOWITZ: It just looks a little  
14 crammed to me. Pushing everything right in there.

15                   MS. BOULTON: Are you going to show this  
16 group what you have -- your thoughts on 2C?

17                   MR. HOISINGTON: I have it ready. It  
18 wasn't what we were going to talk about, but if you  
19 would like to see --

20                   THE CHAIRMAN: What are you looking for,  
21 Joanne?

22                   MS. BOULTON: Well, just for Alderman  
23 Berkowitz, one of the things that helped us in  
24 architectural review, to understand how they were going  
25 to develop this was they had showed us some of the

1 preliminary drawings for 2C.

2 THE CHAIRMAN: Would that help?

3 MR. BERKOWITZ: Yeah.

4 MR. HOISINGTON: I can --

5 THE CHAIRMAN: Do you have something like  
6 that?

7 MR. HOISINGTON: I do. I will have to  
8 jump forward to do that. Would you like to do that,  
9 right --

10 THE CHAIRMAN: Yes. Let's do that now.

11 MR. HOISINGTON: Sure.

12 THE CHAIRMAN: If you don't mind.

13 MR. HOISINGTON: So let me scan forward  
14 and I will get to the 2C stuff.

15 Okay. So here we go. What we showed you  
16 initially was a shape somewhat like the orange,  
17 Alderman Berkowitz, which is your point, right?

18 And what you can start to see there is the  
19 opportunity in our early concepts and again, this isn't  
20 -- this is a sketch, but it's trying to help illustrate  
21 the approach, is that we would have opportunities to  
22 pull that back and create more space.

23 This starts to talk about an idea that we  
24 had, about how to shape the upper volume, step it, pull  
25 it back, set it in, so you are starting to create

1 additional detail and setbacks. We would study --  
2 obviously, if there is an opportunity to study this  
3 space at length.

4 And here is a -- this is again, very  
5 conceptual, but we did it to try to help the ARB, to  
6 illustrate that down the road, we can work with this  
7 group, to make sure that the design and this reacts and  
8 listens to comments. I mean, that is going to be our  
9 intent for every phase that comes in the future. We  
10 anticipate --

11 I'm sorry. Go ahead.

12 MS. GARNHOLZ: It's tallest near the  
13 Crescent and it steps down --

14 MR. HOISINGTON: Correct.

15 MS. GARNHOLZ: -- away from the Crescent?

16 MR. HOISINGTON: Yes. Currently, that's  
17 how we had set this up.

18 MS. GARNHOLZ: Can that not be switched?

19 MR. HOISINGTON: Something that we can  
20 absolutely study, as we come back for this.

21 MR. BERKOWITZ: Great point.

22 MR. HOISINGTON: Yes. Something that we  
23 can absolutely study.

24 MS. GARNHOLZ: Yes.

25 MR. HOISINGTON: These are --

1 MS. GARNHOLZ: It would be more  
2 neighborly.

3 MR. HOISINGTON: Sure.

4 MR. BERKOWITZ: Yes, it would.

5 MR. HOISINGTON: I think we could  
6 certainly commit to looking at that.

7 MR. BERKOWITZ: Not only that, it looks  
8 like it comes out, also, further towards us on this  
9 screen. It is layered as you go east.

10 MR. HOISINGTON: Yes, it is. As you can  
11 see, this is a plan sketch and you can see as it steps.

12 MR. BERKOWITZ: You also layer the depth  
13 as you go?

14 MR. HOISINGTON: I think there's a huge  
15 opportunity to do a lot with this site and work with  
16 you guys and again --

17 THE CHAIRMAN: This is very preliminary.

18 MR. BERKOWITZ: I understand.

19 MR. HOISINGTON: This is to talk about  
20 opportunities for it to be a great development.

21 MR. BERKOWITZ: I appreciate that.

22 MS. BOULTON: But you can look at those  
23 two things?

24 MR. HOISINGTON: Certainly.

25 MS. BOULTON: Okay.

1 MR. HOISINGTON: Yes.

2 MS. BOULTON: That would be a very good  
3 thing.

4 THE CHAIRMAN: Are you okay with that?

5 MR. BERKOWITZ: Yes. I'm glad that  
6 there's some flexibility there, that may give us a  
7 little more space and also alleviate some of that  
8 crowdedness with the Crescent.

9 MR. HOISINGTON: Certainly.

10 MR. BERGER: Could you share with us the  
11 intent of an outcome around the phrase, "Parking demand  
12 strategies"? I don't know what that means. So please  
13 share with us, your thoughts about that.

14 MR. HOISINGTON: Sure. I will do my best.  
15 I mean, parking demand strategies, fundamentally are  
16 ways -- I am going to try to put it as simply as I can.

17 Ways that Centene and any client will look  
18 to moderate and manage their parking demand. And  
19 there's different ways.

20 A company can look at lots of ways to do  
21 that, whether it be allowing flexibility of entry and  
22 exit times, whether it be incentives of some way,  
23 whether it be bike share programs. There's a huge  
24 litany of ways to help manage the inflow, outflow and  
25 demand of parking.

1           Because there are so many, I think Centene  
2 has to probably take a hard look at the range and then  
3 say of this huge range, there's probably five or six  
4 that make sense for us. So I think as far as -- it's a  
5 commitment to do it and then we are going to work to  
6 figure out what those are. So I hope that answers your  
7 question.

8           MR. BERGER: Let me respond. As the  
9 representative of the project team, it's a little  
10 unfair for me to be quizzing you on that, the policies  
11 of the Centene Corporation. This is a pretty soft area  
12 --

13           MR. HOISINGTON: Uh-huh.

14           MR. BERGER: -- yet parking management  
15 strategies, pretty high visibility, high volume topic  
16 and I don't know how we are going to measure the fact  
17 that there was implementation, revision, enhancement  
18 from the original strategy until a better strategy.

19           It's an area that's a little soft, to be  
20 honest. For me to be honest with you and I put you in  
21 a difficult position. I'd like to ask you another  
22 question.

23           MR. HOISINGTON: Sure.

24           MR. BERGER: And that is, I'm a little  
25 concerned on page five of the first document, looking



1 at -- they were using the term, consider accommodation  
2 for wheelchair accessibility. To be very candid with  
3 you, consider is not something that is acceptable to  
4 me, personally, when we talk about wheelchair  
5 accessibility.

6 MR. HOISINGTON: You are referring,  
7 specifically, to the connector --

8 THE CHAIRMAN: The stairway.

9 MR. HOISINGTON: Yes.

10 MR. BERGER: We are not a city that  
11 considers. We are a city that accommodates.

12 MR. HOISINGTON: Uh-huh.

13 MR. BERGER: So can you respond to that?

14 MR. HOISINGTON: Do you want to elaborate  
15 on that? Do you want to --

16 MR. CAMPBELL: Well, I mean that I would  
17 --

18 THE CHAIRMAN: Microphone, Larry.

19 MR. CAMPBELL: I would tell you that that  
20 whole area isn't even designed yet and we obviously --  
21 that one doesn't work. Never mind, excuse me.

22 That whole area that you are talking about  
23 hasn't been designed yet, by the way. It's something  
24 that is in the future plans and we will have to  
25 accommodate ADA and those that can't get around.

1           At the same time, it's difficult to figure  
2 out that answer, because if you look at the grade  
3 differentiation, there's no instant, easy way to do it.  
4 It's going to be something that's going to require a  
5 good amount of creativity and I don't think any of us  
6 know what that answer is yet, except that we know that  
7 we have to do it.

8           MR. BERGER: The language produced, when  
9 you use the word consider, again, doesn't give me great  
10 faith.

11           MR. CAMPBELL: Except that --

12           MR. BERGER: To me, it would be more  
13 proactive and committed, that we will, we will --

14           MR. CAMPBELL: Will what?

15           MR. BERGER: We will find a way to make it  
16 wheelchair accessible.

17           THE CHAIRMAN: Hold on a second.

18           MR. BERGER: I am a little uptight about  
19 the word consider.

20           THE CHAIRMAN: Correct me if I am wrong,  
21 but if you build the stairway, are you not required to  
22 do ADA or is that not correct?

23           MR. CAMPBELL: I'm sure it depends on  
24 distances, how you get people from point A to point B.  
25 I mean, there's a lot of considerations. You have got

1 a whole building we are going to design. There may be  
2 some methodology to the building, to get people from  
3 point A to point B. There's just a lot of ways to go  
4 about it.

5 We haven't designed it, so it's hard to  
6 say exactly what the answer is going to be, but we  
7 can't build anything that's not ADA compliant in the  
8 whole. Any one specific thing might not be but in the  
9 whole, it can't be. We won't get permits. We won't be  
10 able to do it.

11 THE CHAIRMAN: Okay. So what phase is  
12 this stairway in?

13 MR. CAMPBELL: It's 2B or C, which one is  
14 it?

15 MR. HOISINGTON: It's 2C.

16 MR. CAMPBELL: It's 2C, the one with the  
17 residential and you will consider that, in that --

18 THE CHAIRMAN: And what is the -- well,  
19 you know, it's really not up for consideration this  
20 evening.

21 MR. CAMPBELL: No.

22 MS. BOULTON: Mayor, we did spend a  
23 considerable amount of time talking about this in  
24 architectural review and so I think that the -- Centene  
25 and Clayco is aware of the desire and looking into how

1 to do it. It is a very steep hill.

2 THE CHAIRMAN: It is, indeed.

3 MS. BOULTON: So trying to just do the  
4 basic ramp is going to be --

5 MR. CAMPBELL: That probably won't work.

6 THE CHAIRMAN: Right. I would assume that  
7 when you come back to us, with that phase, you will  
8 have a plan of some kind.

9 MR. CAMPBELL: We have to. We will have  
10 to.

11 THE CHAIRMAN: Alderman Berger, are you  
12 okay with that?

13 MR. BERGER: Yes.

14 MS. BOULTON: The other thing that could  
15 happen is that the stairs could be taken out.

16 THE CHAIRMAN: Right. That's an option.

17 MS. GARNHOLZ: Well, there would be an  
18 alternate access.

19 THE CHAIRMAN: It doesn't have a purpose.

20 MR. HOISINGTON: And to clarify that, in  
21 this phase, there are no stairs because it's future and  
22 to Larry's clarification and to your question, yes. We  
23 will -- the development has to do it. There's no  
24 question. So I appreciate your concern on the  
25 language.

1 I think that the team will commit, that  
2 that is what we will do, as we get into those  
3 subsequent phases, because not only is it right, it is  
4 something that is required.

5 THE CHAIRMAN: Okay. Other questions up  
6 here? All right. Thank you.

7 MR. HOISINGTON: Yeah.

8 THE CHAIRMAN: This is a public hearing  
9 and we will take questions from the audience. If you  
10 would like to speak, please come up.

11 MS. BOULTON: Are we going to -- I  
12 actually have a question.

13 THE CHAIRMAN: I'm sorry. Go right ahead.

14 MS. BOULTON: I'm sorry. I guess I missed  
15 my opportunity for questions.

16 THE CHAIRMAN: Yes.

17 MS. BOULTON: I know that we have heard  
18 from some residents about the traffic study and I have  
19 sent some of those questions to our traffic engineer,  
20 who should be able to possibly talk to that, before the  
21 residents ask the same question.

22 THE CHAIRMAN: Sure.

23 Who is here from CBB?

24 Come on up.

25 You can rest yourself.

1 MR. RENSING: Hi. My name is Brian  
2 Rensing. I'm with CBB. What questions do you have?

3 MS. BOULTON: Well, did you receive  
4 anything from Spencer this morning?

5 MR. RENSING: I did. There was, kind of,  
6 three, kind of outlined bullet points or concerns in an  
7 E-mail and I can try to address some of those.

8 THE CHAIRMAN: Please do.

9 MR. RENSING: One was --

10 THE CHAIRMAN: Into the mic.

11 MR. RENSING: One was that the traffic  
12 study didn't update some of the stuff, based on the  
13 Lochmueller report. And to that, I have to say that  
14 our second update did.

15 We expanded our study area to include  
16 additional intersections for both the local agencies as  
17 well as the Lochmueller study and we also did a  
18 microsimulation model, to address some of the queuing  
19 concerns that they had and brought up.

20 And we met with Lochmueller, us and the  
21 city and went over those and basically, the model  
22 verifies that the traffic impact study results are  
23 consistent with the microsimulation model and that  
24 queuing will occur and happen and congestion will  
25 happen for a minimal amount of time, for about two

1 cycles, five, ten minutes or so and that our traffic  
2 study is still valid. We also updated to include the  
3 fiftieth percentile queue, which is the average queue  
4 at all of our study intersections, as part of that  
5 update as well, to show that most of the time, the  
6 queues will be in the fifty percentile, not the worst  
7 case scenario, ninety-fifth percentile, which only  
8 happens about five percent of the peak hour.

9 MS. BOULTON: Did you specifically look at  
10 the Carondelet Plaza circle?

11 MR. RENSING: Yes, we did. So we looked  
12 at Carondelet Circle and that has adequate capacity  
13 currently, as well as the proposed full build-out of  
14 all four phases and as well as the twenty year.

15 Some of the queues for the eastbound  
16 approach to the circle are estimated to have a  
17 ninety-fifth percentile queue to block their entrance.  
18 Now, we only expect that to occur maybe once or twice  
19 during the peak hour.

20 MS. BOULTON: When you say block the  
21 entrance, you mean to the Shaw Park parking garage,  
22 attached to the --

23 MR. RENSING: The plaza?

24 THE CHAIRMAN: Carondelet Plaza?

25 MS. BOULTON: Yes. The Park Plaza, the

1 commercial.

2 MR. RENSING: Correct. Correct. The Park  
3 Plaza.

4 MS. BOULTON: Right.

5 MR. RENSING: But the average queue is  
6 going to be like seventy vehicles, which is two, three  
7 vehicles.

8 MS. BOULTON: Seven feet?

9 MR. RENSING: Yes. Seven feet, correct.  
10 Sorry.

11 MS. BOULTON: So it won't reach the  
12 garage?

13 MR. RENSING: Correct. Not typically.  
14 Average, it will be two or three cars --

15 MS. BOULTON: And how about queuing onto  
16 Forest Park Parkway?

17 MR. RENSING: Forest Park Parkway? We  
18 don't -- it has enough capacity to get on the  
19 expressway. There's enough distance there. The only  
20 problem that could occur is if there's, like a crash at  
21 270 (sic) and Forest Park Parkway and that creates  
22 congestion for the whole parkway.

23 MS. BOULTON: Okay.

24 MR. RENSING: We didn't see any sort of  
25 issues with that. And then, yeah. I think that was --



1 THE CHAIRMAN: If I am not mistaken, when  
2 I read the report, that Lochmueller said that it was  
3 not as condensed or as intense as they had expected it  
4 to be. Would that be correct?

5 MR. RENSING: That's my understanding. I  
6 don't have a copy of that or you know, anything  
7 offhand, but that's my understanding.

8 THE CHAIRMAN: That's my understanding,  
9 when I read the report. Did you study any way to make  
10 this circle either more efficient or more protected for  
11 the residents of the Park tower, of the tower?

12 MR. RENSING: We did not, specifically. I  
13 think as part of one of the submittals, there was an  
14 exit, entrance/exit to the garage that has been  
15 eliminated, based on our recommendation there.

16 THE CHAIRMAN: From what garage?

17 MS. BOULTON: There at --

18 MR. RENSING: At 2A, I guess it is now.

19 THE CHAIRMAN: Okay.

20 MS. BOULTON: In 2C, there was a -- in  
21 2A/2C, there was a driveway on the west side of 2C and  
22 they got rid of that one and combined it with -- so the  
23 residents and the people were using the garage for  
24 commercial reasons, they would enter at the same point,  
25 off of Carondelet Plaza.

1 THE CHAIRMAN: The thing that I have in  
2 mine and I sat there for about 45 minutes and watched  
3 the traffic in the circle.

4 Would it be appropriate for a study, at  
5 some point, to look at the entry into the circle from  
6 the west, where that stop sign is and then beyond the  
7 stop sign is the entry into the garage of the  
8 residential unit. Is there -- would it make sense,  
9 from your standpoint, to figure out if there's a better  
10 way to manage that traffic?

11 MR. RENSING: Yeah, sure. I mean, we can  
12 look at it at some point. It's something that we can  
13 do.

14 THE CHAIRMAN: Okay. I have some no  
15 charge ideas.

16 MR. RENSING: Very good.

17 MS. BOULTON: And having heard his no  
18 charge ideas, I will tell you that they are worth every  
19 penny.

20 THE CHAIRMAN: Thank you.

21 You don't have to pay for it.

22 MS. BOULTON: The other concern that was  
23 raised on the parking entrance of 2A, that's still on  
24 Carondelet Plaza, the one that was pushed further east,  
25 how that is going to impact it, if that's going to be a

1 problem, if that needs to be limited, how that is going to  
2 impact the circle.

3 MR. RENSING: Yeah. That, I believe  
4 there's enough space between the circle and the  
5 entrance, that it's not going to create any traffic  
6 issues there, so --

7 MS. BOULTON: Now, Centene has agreed to  
8 putting a gate there, for potential traffic control in  
9 the future. If there's a problem, would that be an  
10 adequate solution?

11 MR. RENSING: I suppose. That's up to  
12 them, to you know, be able to control that.

13 MS. BOULTON: Okay. Thank you.

14 MR. RENSING: Uh-huh.

15 THE CHAIRMAN: Are we good now?

16 Thank you, sir.

17 MR. RENSING: Yep.

18 THE CHAIRMAN: Thank you.

19 Okay. Now, it's a public hearing. If  
20 someone would like to come up and speak, now is your  
21 time.

22 Come on up. Introduce yourself and where  
23 you live, please.

24 MS. METCALF: Sure. My name is Cynthia  
25 Metcalf and I live at 150 Carondelet Plaza.

1                   MR. CAMPBELL: I'm sorry. That's not  
2 working. I learned that earlier.

3                   MS. METCALF: My name is Cynthia Metcalf  
4 and I live at 150 Carondelet Plaza.

5                   THE CHAIRMAN: Welcome.

6                   MS. METCALF: Thank you.

7                   I want to follow up on those questions.

8                   THE CHAIRMAN: Sure.

9                   MS. METCALF: It's a little hard to hear  
10 the dialogue from behind. We, as you know, have  
11 concerns about traffic around Carondelet Plaza, access  
12 to our apartments, ability to go in and out.

13                   It's a very unusual area and it's not a  
14 typical roundabout. It's very busy in certain seasons.  
15 It's very erratic. At times, it's very busy and at  
16 other times, it's not.

17                   It's very important that any study of it  
18 take place during the seasons when it is the most  
19 active, which are certainly not August or the middle of  
20 winter but the Plaza is, as a place, a large  
21 condominium, 87 units.

22                   It has a club entertainment room for 50  
23 people. There's lots of activity, in and out. It's  
24 quiet during the bulk of the day, but busy for several  
25 hours in the morning and later in the day.

1                   There are queues for the two restaurants.  
2   There are queues, sometimes, to get into the  
3   Ritz-Carlton, in the late afternoon. If it's  
4   graduation week, it's worse, that sort of thing.

5                   And nobody has much queue between the  
6   circle and the entrance to the actual building.  
7   There's a little green space in front but there's not a  
8   driveway.

9                   So -- and these things are not spaced  
10   systematically around the circle. Some are closer  
11   together than others, so it's not a typical roundabout.  
12   To the extent that any study used roundabout standards  
13   and roundabout practice and behavior to analyze it,  
14   that's questionable.

15                  It needs a more specific -- we are  
16   comfortable, I believe -- we, I speak for myself.  
17   That's sort of an editorial we. I'm part of the  
18   committee that's followed everything, so we have lots  
19   of conversations with other people in the building.

20                  We are comfortable with knowing that  
21   nobody knows for sure how the traffic will impact  
22   there. We know that nobody knows for sure, what will  
23   happen. Whether it will be a busy enough circle that  
24   people will be intimidated from driving in, it only  
25   takes one intimidated driver to back our garage up, way

1 up. We already wait for a while to get out, when  
2 people are unloading. So anyway, to not belabor  
3 everything, I would like to know what it says on the  
4 two driveways in the plan that was up there.

5           The two driveways, two way, the new  
6 parking garage. I know that the one to the most east  
7 is service and the one next to it is not service, it's  
8 traffic.

9           The -- it was my hope and understanding  
10 and that of others, that the gate, I believe is going  
11 to be, from what I have read and seen, at the entrance  
12 there, would be there as a precaution against the risk  
13 to Carondelet Plaza, that exists with these traffic  
14 changes.

15           And we have found some of the answers that  
16 have come, in the past, from CBB, such as their saying  
17 that making that entrance onto Carondelet Plaza will  
18 not make a difference.

19           That new entrance there and everybody  
20 coming out on Forsyth will not make Forsyth -- will not  
21 make a difference, when we know everybody knows -- many  
22 of the replies were so flabbergasted.

23           Of course, it will make a difference. If  
24 you can take an easy exit out onto Carondelet Plaza,  
25 right near the circle, just a short block east, you are

1 going to consider all kinds of things you wouldn't have  
2 previously considered. Going through the circle to get  
3 to Hanley South, going onto the expressway, not just to  
4 go west, but to go to Bemiston and go east, because we  
5 all know that's faster.

6           Using that exit to get out of town,  
7 whereas you might otherwise have thought to go out  
8 Forsyth or somewhere, to Brentwood or whatever and also  
9 using that, instead of going, maybe east on Forsyth, at  
10 Jackson.

11           Anyway, there's all kinds of behavioral  
12 inducements that are -- it's an art, to a degree, to  
13 anticipate. So the placement of that gate there --  
14 there's also an issue at night, when the auditorium is  
15 used at night and the Ritz-Carlton's big --

16           THE CHAIRMAN: Event.

17           MS. METCALF: -- event is on, it can have  
18 a huge number of people. They don't match up, if the  
19 situation at Carondelet Plaza is a two lane, two-lane  
20 road with a --

21           MS. BOULTON: Cynthia, could you use the  
22 speaker?

23           MS. METCALF: Did I lower it too much? I  
24 apologize. I'm not used to it. I apologize. I'm  
25 talking about the Plaza, the garage with the

1 Ritz-Carlton and how it enters there and how slightly,  
2 it jogs further west, where the driveway comes from the  
3 new garage. So it's a very awkward situation, should  
4 they ever open up, leave an event at the same time. I  
5 can't even begin to analyze it.

6 As long as that gate, that I think was --  
7 well, I don't think, I know. It was Bob Clark's idea.  
8 It was our expression, that we felt that it -- very  
9 strongly, that this board and the city needed to take a  
10 very cautious, prudent approach to the traffic impact.

11 Not assume the best, especially when we  
12 got a few bits, some answers, it just didn't make sense  
13 and that allows it to happen. Bob suggested, well that  
14 can be controlled without -- by what's done in the  
15 garage. He came up the idea. It had taken him a few  
16 minutes, within a few minutes.

17 It matters a lot, but it's the purview of  
18 the city. The city is the one responsible for traffic  
19 to benefit everybody. Not just us, not just anybody  
20 but the whole situation.

21 The city has to monitor it, so it's  
22 important the way that your Master Plan is laid out and  
23 what's in the ordinance, makes it clear that it's the  
24 city that will determine whether that gate is used to  
25 -- right now, if it's closed, that's fine, that's good.



1 That keeps the business traffic that's in there,  
2 especially during that first phase, when that's where  
3 people will park to go to the Hanley tower, from all  
4 pouring out onto Carondelet Plaza, which is not the  
5 four-lane boulevard that Forsyth is.

6 If, down the road, they want to come --  
7 Centene would come back and say, now we are doing the  
8 residence, which I think will probably happen. We  
9 would like the gate to allow the residential parking to  
10 come out on Carondelet Plaza, you, in your wisdom can  
11 say yes, you know, we will do that.

12 If in the future, after that, Forsyth is  
13 more of a problem than Carondelet Plaza, you may want  
14 to consider something else, but to start cautiously, in  
15 other words. Not wait until there is a problem and  
16 then say, oops. Do we have the power to move  
17 backwards? Am I making myself clear?

18 THE CHAIRMAN: Yes.

19 MS. METCALF: Okay.

20 THE CHAIRMAN: I am fully aware of the  
21 issue.

22 MS. METCALF: So that was our hope. That  
23 is our hope, that you will take that approach. And I  
24 couldn't read, what it said on there.

25 THE CHAIRMAN: I can tell you that it is

1 certainly the intent of this whole process, to make  
2 sure that it is done as properly as possible.

3 MS. METCALF: Thank you.

4 THE CHAIRMAN: Thank you.

5 Anyone else?

6 Yes, sir. Come right up.

7 MR. MILLER: Bruce Miller, also a resident  
8 at 150 Carondelet Plaza.

9 THE CHAIRMAN: Welcome.

10 MR. MILLER: Thank you.

11 Following up to Cynthia's question, if I  
12 may direct it to Eli, is the driveway entrance onto  
13 Carondelet by the new building, that we are talking  
14 about the gate, is that -- that's also a service  
15 entrance?

16 MR. HOISINGTON: The two -- yes. Per the  
17 last discussion, we initially had them separate --

18 MR. MILLER: Right.

19 MR. HOISINGTON: -- but we combined them to  
20 a single point of access.

21 MR. MILLER: So the question becomes, we  
22 are taking a largely residential part of that  
23 Carondelet -- of the development and we are adding a  
24 service entrance and service means dump trucks,  
25 delivery trucks and other forms, that are not, clearly

1 not residential and are not necessary to support the  
2 residential, for the most part, which raises the second  
3 question. How many residences do we now have versus  
4 what we used to have or square footage, roughly?

5 MR. HOISINGTON: I think that we  
6 anticipate somewhere between 40 and 50 units, depending  
7 on -- per the design.

8 MR. MILLER: And it used to be like 100  
9 and something?

10 MR. HOISINGTON: Significantly more.

11 MR. MILLER: Maybe 130?

12 MR. HOISINGTON: Correct.

13 MR. MILLER: So --

14 MR. HOISINGTON: It was somewhere -- we  
15 would have to go back and look.

16 MR. MILLER: I'm not trying to pin you  
17 down but the point, Mr. Mayor and alderfolks is that we  
18 have taken a residential area, the residential  
19 concentration and we've taken what was 135, arguably  
20 down to roughly 40, yet we keep this service access is  
21 also servicing other buildings, not just the residents.

22 MR. HOISINGTON: Servicing this whole --

23 MR. MILLER: The whole complex, so there  
24 is an issue, I think, in the way that that residential  
25 area will work or not, at least at this 30,000 feet. A

1 related question deals with the considerable  
2 questioning of --

3 THE CHAIRMAN: Yes, sir. Go ahead.

4 MR. MILLER: Do you have an amendment?

5 THE CHAIRMAN: No. Go ahead.

6 MR. MILLER: Okay. It deals with the  
7 questions that a number of you have already asked with  
8 green space and I'd like to, with your permission, go a  
9 little deeper on that, with my questions. We're  
10 talking about .43 acres of green space.

11 MR. HOISINGTON: Of the open, yes.

12 MR. MILLER: Open plus -- no, .43 --

13 MR. HOISINGTON: A portion of the open  
14 space.

15 MR. MILLER: Yes, I'm sorry. Green space  
16 is .43 acres, roughly. Okay. And that's about where  
17 it was before.

18 MR. HOISINGTON: Correct.

19 MR. MILLER: Okay. The previous layout,  
20 where this new civic center is, that was all green,  
21 rather park like.

22 MR. HOISINGTON: That's actually not true.

23 MS. BOULTON: I don't --

24 MR. MILLER: It's not? I'm sorry.

25 THE CHAIRMAN: That was part of the

1 parking garage, went down to that point.

2 MR. MILLER: Okay.

3 MR. HOISINGTON: It was limited open space

4 --

5 THE CHAIRMAN: Yes.

6 MR. HOISINGTON: -- mostly hardscape,

7 outside of the retail.

8 MR. MILLER: Good. Thank you. So where  
9 is the .43? You laid out with the setbacks. I thought  
10 that would be very nice. We have this strip that goes  
11 between --

12 THE CHAIRMAN: There was a picture of it.  
13 We can bring it back up.

14 MR. MILLER: That would be helpful,  
15 because it --

16 THE CHAIRMAN: We can bring it back up for  
17 you.

18 MR. MILLER: So those are really, the two  
19 questions. I continue to push on the traffic, because  
20 it is not yet clear, certainly to us and I suspect, not  
21 to you all, because the concentration of effort and  
22 study and detail has been around the buildings and  
23 that's the appropriate process, but it is not clear  
24 from the reports that we, as residents, have heard,  
25 exactly how that traffic, the new traffic study that

1 CBB just said was, you know, everything was okay, we  
2 have to -- we would like some process, if we could, Mr.  
3 Mayor, to have more dialogue with the traffic people,  
4 so we really understand what's happening to our  
5 neighborhood.

6 THE CHAIRMAN: Okay, thank you. I tell  
7 you what, why don't we bring up the two slides, the one  
8 on the green space and then you had another slide  
9 regarding egress and exit and traffic flow. I want to  
10 make sure that everybody is clear on that.

11 MR. HOISINGTON: Sure. I'm trying to find  
12 the best way to talk about overall green space and some  
13 of it's -- I'm going to use this to illustrate it  
14 across the entire district, so bear with me and in the  
15 specific SD1 -- I'm sorry.

16 I'm not using this. I will point out  
17 where they are. Actually, there is -- Mayor, you  
18 pointed out. Let me go way back. There is that blue  
19 drawing. This is open space. Another question is  
20 specifically green.

21 THE CHAIRMAN: Okay.

22 MR. HOISINGTON: So I am going to try and  
23 find the right drawing that illustrates -- I think it  
24 is the rendered plan and I'll just point it out.  
25 Obviously, elements like this at SD4 are green. The

1 island is green. The tree zones here are green.  
2 There's a green edge. There's actually a pocket park  
3 we've added, which is under the -- it is sort of like  
4 the -- there's about a 30 or 40 foot zone there and I  
5 can show that in the specific plan. That is green.  
6 That is here, facing the Crescent.

7           There is a small green space at the  
8 corner, as we have shown and then really, the next  
9 place is the vertical zone here. We see a potential to  
10 add, as we showed briefly in the concept. So it's not  
11 in our count, but we see more there.

12           Additional green area, really, at this  
13 zone and so there's really the two major spaces,  
14 connection space here and then the anticipation is we  
15 develop further blocks to have these pocket zones.

16           THE CHAIRMAN: So in reality, there's no  
17 pocket park. There's green that has been -- well,  
18 except for maybe next to SD4, which is not even in  
19 consideration right now, but you are just saying that  
20 there is green spread throughout --

21           MR. HOISINGTON: Correct.

22           THE CHAIRMAN: -- and it all adds up to  
23 .43 acres.

24           MR. HOISINGTON: Correct. So if I can go,  
25 briefly, quickly to a site plan. So this illustrates

1 some of those zones. This is a small, little green  
2 area that we added. There's green buffers. Obviously,  
3 the island, the trees, these lines.

4 So it's distributed and spread out and the  
5 intent was to create as much balance of  
6 those areas against where -- so for example, if you get  
7 a great retail space here, the idea that you spill out  
8 onto the plaza, with seating and activity, we think is  
9 equally important to the city. So that's the  
10 discussion, open versus green.

11 MR. LINTZ: I have a quick question. Is  
12 that island a solid green or are there cars parked in  
13 there?

14 MR. HOISINGTON: We have the ability to  
15 park cars in the middle, so you can drive over that  
16 middle part, that's right where the hand is.

17 MR. LINTZ: Okay.

18 MR. HOISINGTON: So this is green, off to  
19 the sides, with a potential planter in the middle, so  
20 it's green.

21 MR. LINTZ: Okay.

22 MR. MILLER: May I ask a follow-up  
23 question, Eli, on this?

24 MR. HOISINGTON: Of course.

25 MR. MILLER: You are talking about --



1 THE CHAIRMAN: Talk into the microphone.

2 MR. MILLER: Thank you.

3 As I understand it, you're talking about  
4 visual green. In other words, you can look at a nice  
5 green bush or a nice green tree, but in terms of  
6 sitting back and a cup of coffee with a neighbor in a  
7 park like setting, which I think we used to have some.  
8 They have kind of been squeezed out; is that fair?

9 MR. HOISINGTON: I don't think it is fair.

10 THE CHAIRMAN: Mic, please.

11 MR. HOISINGTON: I would argue that it's  
12 not. I think, again, we're within .05 acres of where  
13 we were. That's a pretty small change, in terms of  
14 green. And the green isn't -- we're not looking at a  
15 bush.

16 We're looking at actual land area, that  
17 would have grass or other green, that would then be  
18 planted. So we do feel that we have maintained that  
19 intent and balanced it with the other space  
20 requirements.

21 MR. MILLER: Can I ask just one follow up  
22 on that?

23 THE CHAIRMAN: Just one last one and I  
24 will have a comment also.

25 MR. MILLER: Yes. Thank you, sir.

1                   How much of that .43 is on the west side  
2 of Hanley, at that green space?

3                   MR. HOISINGTON: That's a great question.  
4 I don't know that I have the exact percentage, off the  
5 top of my head.

6                   MR. MILLER: Top -- rough, rough, rough.

7                   MR. HOISINGTON: I am not going to make it  
8 up.

9                   MR. MILLER: Okay.

10                  MR. HOISINGTON: With all due respect, I'm  
11 not going to go on a wild goose chase and determine a  
12 number that I don't have in my head. I just don't  
13 think it is appropriate.

14                  MS. BOULTON: Can I just say one thing?

15                  THE CHAIRMAN: Sure. Please.

16                  MS. BOULTON: I just want to remind  
17 everyone, we are looking at an amendment to something  
18 that has already been decided. We are not remaking the  
19 souffle.

20                  THE CHAIRMAN: Yes. That was going to be,  
21 kind of, where I was going as well.

22                  MS. BOULTON: Some of us cook.

23                  THE CHAIRMAN: Thank you, Eli.

24                  MR. HOISINGTON: You're welcome.

25                  THE CHAIRMAN: Okay. Anybody else?

1 Cynthia, is it something quickly?

2 MS. METCALF: Yes. I realize that --

3 THE CHAIRMAN: Pick up the mic, please.

4 MS. METCALF: It's on the traffic  
5 question. We really didn't hear, at least didn't hear  
6 an answer to our question, which is what the access is  
7 going to be, at the starting gate, at the starting time  
8 of all of this, what the access is going to be, what is  
9 going to be driving, what traffic, what's going to  
10 happen to the cars inside of the two-way garage?

11 Are they going to be exiting on Forsyth,  
12 with the gate and emergency coming in off of Carondelet  
13 and what does it say? We can't read on those  
14 driveways. I know it is service and then what's the  
15 other --

16 THE CHAIRMAN: I am going to direct that  
17 to Eli and I want to make sure that you understand that  
18 they actually reduced the number of cars in that  
19 garage, so that the potential --

20 MR. CAMPBELL: There is going to be a  
21 gate.

22 MS. METCALF: Previously, that garage  
23 opened on Forsyth, because --

24 THE CHAIRMAN: I -- go ahead, Larry.

25 MR. CAMPBELL: And that's where the

1 traffic is all going, unless and until --

2 THE CHAIRMAN: That is, where is that?

3 MR. CAMPBELL: On Forsyth, unless and  
4 until -- there will be an emergency gate there, unless  
5 and until the residential project gets approved and the  
6 auditorium gets approved, because that's what the other  
7 connections are about.

8 Does that answer your question?

9 THE CHAIRMAN: Is there a slide on that?

10 MR. HOISINGTON: Well, I --

11 MS. BOULTON: Can I just break in, because  
12 I spent a lot of time on the traffic, so I would like  
13 to --

14 THE CHAIRMAN: Please.

15 MS. BOULTON: When we -- when the traffic  
16 study was done, the driveway onto Carondelet Plaza was  
17 there.

18 MR. HOISINGTON: Yes. Correct.

19 MS. BOULTON: It was a different garage.  
20 It was actually a larger garage and there was a  
21 driveway onto Carondelet Plaza and that's what the  
22 numbers were based on. So we don't have, again, we are  
23 talking about 200 fewer cars.

24 THE CHAIRMAN: Yes.

25 MS. BOULTON: We are talking an amendment

1 that we have already given approval to.

2 MS. METCALF: That's just not true,  
3 correct.

4 THE CHAIRMAN: Yes, it --

5 MS. METCALF: There was an exit but was it  
6 not --

7 MR. HOISINGTON: There is. This is the  
8 drawing that we submitted in September, on the top.

9 MS. METCALF: The original had, as we  
10 understood it --

11 THE CHAIRMAN: If you are going to speak,  
12 you have to take the mic.

13 MS. METCALF: I'm sorry. In the original  
14 one -- I very much apologize.

15 The traffic that came out on Carondelet  
16 was all residential, from that garage, whereas all of  
17 the commercial went out on Forsyth.

18 THE CHAIRMAN: Okay. Cynthia --

19 MS. METCALF: No?

20 THE CHAIRMAN: -- thank you and he is  
21 going to respond.

22 MR. HOISINGTON: We had a mixed garage.  
23 He had two main exits. To Mayor Sanger's point, the  
24 garage was 2,000 cars and now, it is about 500 less.  
25 The 200 less is the distribution of 1 and 2.

1                   So if you look specifically at the garage  
2 that was actually north and south, this is 500 cars  
3 less than it was when the traffic study started. We  
4 always had an exit onto Carondelet. It was always  
5 balancing both uses. We feel like we have done quite a  
6 heck of a job in reducing load --

7                   THE CHAIRMAN: Yes.

8                   MR. HOISINGTON: -- in the interest of the  
9 traffic study.

10                  THE CHAIRMAN: That was initially a  
11 recommendation, both from Clayton and from  
12 University City.

13                  MR. HOISINGTON: Correct.

14                  THE CHAIRMAN: Okay. Anybody else have  
15 any other comments, as we prepare to close the public  
16 hearing? Okay. I will close the public hearing.

17                  MS. GARNHOLZ: I introduce Bill No. 6593,  
18 an ordinance to approve an amended exhibit describing  
19 the location and boundaries of certain subdistricts of  
20 the Centene Clayton Campus SDD project to be read for  
21 the first time, by title only.

22                  MS. BOULTON: Second.

23                  THE CHAIRMAN: Any further discussion or  
24 comments?

25                  Mr. City Attorney.

1 MR. O'KEEFE: Bill No. 6593, first  
2 reading, an ordinance amending Ordinance No. 6444, to  
3 approve an amended exhibit describing the location and  
4 boundaries of certain subdistricts of the Centene  
5 Clayton Campus Special Development District project.

6 THE CHAIRMAN: All in favor?

7 MR. BERGER: Aye.

8 MR. LINTZ: Aye.

9 MR. BERKOWITZ: Aye.

10 THE CHAIRMAN: Aye.

11 MS. BOULTON: Aye.

12 MS. GARNHOLZ: Aye.

13 THE CHAIRMAN: Any opposed?

14 MS. GARNHOLZ: I move that the board give  
15 unanimous consent to consideration for adoption of Bill  
16 No. 6593 on the day of its introduction.

17 MS. BOULTON: Second.

18 THE CHAIRMAN: All in favor?

19 MR. BERGER: Aye.

20 MR. LINTZ: Aye.

21 MR. BERKOWITZ: Aye.

22 THE CHAIRMAN: Aye.

23 MS. BOULTON: Aye.

24 MS. GARNHOLZ: Aye.

25 THE CHAIRMAN: Any opposed? Let the

1 minutes reflect the board has given unanimous consent.

2 MS. GARNHOLZ: I introduce Bill No. 6593,  
3 an ordinance to approve an amended exhibit describing  
4 the location and boundaries of certain subdistricts of  
5 the Centene Clayton Campus Special Development District  
6 project to be read for the second time, by title only.

7 MS. BOULTON: Second.

8 THE CHAIRMAN: Any further questions or  
9 comments?

10 Mr. City Attorney.

11 MR. O'KEEFE: Bill No. 6593, second  
12 reading and consideration for adoption. An ordinance  
13 amending Ordinance No. 6444, to approve an amended  
14 exhibit describing the location and boundaries of  
15 certain subdistricts of the Centene Clayton Campus  
16 Special Development District project.

17 MS. FRAZIER: Alderman Garnholz?

18 MS. GARNHOLZ: Aye.

19 MS. FRAZIER: Alderman Boulton?

20 MS. BOULTON: Aye.

21 MS. FRAZIER: Alderman Berger?

22 MR. BERGER: Aye.

23 MS. FRAZIER: Alderman Lintz?

24 MR. LINTZ: Aye.

25 MS. FRAZIER: Alderman Berkowitz?



1 MR. BERKOWITZ: Aye.

2 MS. FRAZIER: Mayor Sanger?

3 THE CHAIRMAN: Aye.

4 THE CHAIRMAN: Just for everybody's  
5 information, we have a lot of technical stuff to go  
6 through here, on different -- so there's different  
7 votes on different parts of all of this.

8 MS. GARNHOLZ: I introduce Bill No. 6594,  
9 an ordinance to approve an amended Special Development  
10 District plan for the Centene Clayton Campus Special  
11 Development District, to be read for the first time, by  
12 title only.

13 MS. BOULTON: Second.

14 THE CHAIRMAN: Any further questions or  
15 conversation?

16 Mr. City Attorney.

17 MR. O'KEEFE: Bill No. 6594, first  
18 reading, an ordinance repealing the previously adopted  
19 Special Development plan and approving the amended  
20 Special Development District plan for the Centene  
21 Clayton Campus Special Development District, subject to  
22 the requirements set forth in the Code of Ordinances of  
23 the City of Clayton, Missouri and conditions specified  
24 herein, approving and authorizing other actions  
25 relating thereto and repealing all conflicting

1 ordinances.

2 THE CHAIRMAN: All in favor?

3 MR. BERGER: Aye.

4 MR. LINTZ: Aye.

5 MR. BERKOWITZ: Aye.

6 THE CHAIRMAN: Aye.

7 MS. BOULTON: Aye.

8 MS. GARNHOLZ: Aye.

9 THE CHAIRMAN: Any opposed?

10 MS. GARNHOLZ: I move that the board give  
11 unanimous consent to consideration for adoption of Bill  
12 No. 6594 on the day of its introduction.

13 MS. BOULTON: Second.

14 THE CHAIRMAN: All in favor?

15 MR. BERGER: Aye.

16 MR. LINTZ: Aye.

17 MR. BERKOWITZ: Aye.

18 THE CHAIRMAN: Aye.

19 MS. BOULTON: Aye.

20 MS. GARNHOLZ: Aye.

21 THE CHAIRMAN: Any opposed? Let the  
22 minutes reflect the board has given unanimous consent.

23 MS. GARNHOLZ: I introduce Bill No. 6594,  
24 an ordinance to approve an amended Special Development  
25 District plan for the Centene Clayton Campus Special

1 Development District project, to be read for the second  
2 time, by title only.

3 MS. BOULTON: Second.

4 THE CHAIRMAN: Any further questions or  
5 conversation?

6 Mr. City Attorney.

7 MR. O'KEEFE: Bill No. 6594, second  
8 reading and consideration for adoption. An ordinance  
9 repealing the previously adopted Special Development  
10 plan and approving an amended Special Development  
11 District plan for the Centene Clayton Campus Special  
12 Development District, subject to the requirements set  
13 forth in the Code of Ordinances of the City of Clayton,  
14 Missouri and conditions specified herein, approving and  
15 authorizing other actions relating thereto and  
16 repealing all conflicting ordinances.

17 MS. FRAZIER: Alderman Garnholz?

18 MS. GARNHOLZ: Aye.

19 MS. FRAZIER: Alderman Boulton?

20 MS. BOULTON: Aye.

21 MS. FRAZIER: Alderman Berger?

22 MR. BERGER: Aye.

23 MS. FRAZIER: Alderman Lintz?

24 MR. LINTZ: Aye.

25 MS. FRAZIER: Alderman Berkowitz?

1 MR. BERKOWITZ: Aye.

2 MS. FRAZIER: Mayor Sanger?

3 THE CHAIRMAN: Aye. Okay. Mr. City  
4 Manager -- no. I need to open another public hearing  
5 and that is regarding Bill No. 6595, Special  
6 Development District plan for Subdistrict 1. Centene  
7 requests approval for publication.

8 Mr. City Manager.

9 MR. OWENS: The proposed Subdistrict 1 is  
10 located at the southeast corner of the intersection of  
11 Forsyth Boulevard and Hanley Road directly east of the  
12 current Centene headquarters. The site measures 2.81  
13 acres. The proposed project includes a 30-story (plus 4  
14 stories below grade), 1,387,644-gross-square-foot  
15 building including 625,735 gross square feet of office,  
16 63,223 gross square feet of retail, and a 1,757-space  
17 parking garage, a portion of which is located under the  
18 office/retail tower and above and below grade on the  
19 parcel of land to the east currently occupied by the  
20 Wellbridge Fitness Center.

21 The gross area of Subdistrict 1 including  
22 support space and parking is 1,387,644 gross square  
23 feet. This request is being considered concurrently  
24 with a request to amend the previously adopted Special  
25 Development District and Plan.

1           The Special Development Plan provides the  
2 general development standards for the proposed  
3 development including the location of project phases  
4 and schedules, location and use of each proposed  
5 building, the maximum height and size of each building,  
6 the location of open space and landscape buffers,  
7 general traffic circulation and the location of  
8 parking.

9           The individual subdistrict plans provide  
10 detailed information related to each specific phase of  
11 the development. Each subdistrict requires approval of  
12 a Subdistrict Development Plan (by the Board of  
13 Aldermen), Site Plan Review (by the Plan Commission),  
14 and Architectural Review (by the Architectural Review  
15 Board).

16           The Special Development District includes  
17 development standards regarding the use, area, height,  
18 and parking associated with the proposed development.  
19 The Board of Aldermen has the authority to determine a  
20 Subdistrict Development Plan's conformance with the  
21 Special Development District Plan.

22           Once approved, the Subdistrict Development  
23 Plan and ordinance becomes the specific zoning  
24 regulations governing the use and development of the  
25 property in that subdistrict.

1 I won't go through all of the different  
2 elements or staff's analysis of it. They are in your  
3 packet. Staff is of the opinion that the project  
4 complies with the vision of the Downtown Master Plan.

5 On December 19, 2016, the Plan Commission  
6 voted five to zero to recommend approval of the  
7 Subdistrict Development Plan to the Board of Aldermen  
8 with the following conditions, that are also included  
9 in your packet. I will dispense with reading them,  
10 unless somebody would like to have me read them.

11 The staff's recommendation is to conduct a  
12 public hearing and adopt an ordinance approving the  
13 Special Development Subdistrict Plan, for Subdistrict 1  
14 pursuant to the recommendations from the Plan  
15 Commission.

16 THE CHAIRMAN: Is that it?

17 MR. OWENS: Yes.

18 THE CHAIRMAN: Okay. The important part  
19 of that would be Centene's compliance with the  
20 recommendations, but we will get into that.

21 Okay. Who is going to take care of this  
22 part?

23 MR. HOISINGTON: Hello again, Mayor and  
24 board. I will reintroduce myself --

25 THE CHAIRMAN: Please.

1 MR. HOISINGTON: -- as we open a public  
2 hearing. So again, Eli Hoisington, design principal at  
3 HOK and our presentation of Centene Corporation.  
4 Again, jump to -- we were moving around quite a bit, so  
5 I am going to catch up to this. And again, I will be  
6 expeditious, in the interest of time, but please  
7 interrupt with questions, as needed.

8 THE CHAIRMAN: You don't have to go  
9 through quickly. This is all very important.

10 MR. HOISINGTON: Very good.

11 Subdistrict 1 is highlighted here in the  
12 orange circle, so is the -- as was mentioned, about 1.3  
13 million and change of square feet and that represents  
14 the garage and the new building that is here, which is  
15 the mixed-use building that as Craig reviewed, an  
16 office, the wellness center at Wellbridge and retail  
17 ready space as the primary uses.

18 A few details to merely illustrate that as  
19 part of our ARB submission, we have done extensive  
20 engineering and detailing, to make sure that this work,  
21 a challenging and interesting site, with 28 feet of  
22 grade change, to accommodate across multiple levels  
23 that we have looked at thoroughly. And in doing so,  
24 have developing a stormwater protection plan concurrent  
25 with MSD's requirements and the city's needs.

1           Part of this project and an important one  
2 too, we have spent a fair amount of time on traffic  
3 tonight is that we are agreeing to restriping Forsyth  
4 and signalization and restriping and work on Lyle, in  
5 accordance with recommendations of staff and the  
6 traffic engineer. So this is in the intent of  
7 improving conditions as much as we can and meeting  
8 those requirements.

9           Part of our project, Mayor Sanger, you  
10 brought this up, is the importance of understanding how  
11 vehicles move in and out of the service zones, so WB  
12 67, roughly, terminology.

13           WB is wheel base and 67 is the feet, so  
14 this will give you a sense of the size of the truck and  
15 the curvy lines are the computer tracking where the  
16 swing of the truck is, as it moves around, to make sure  
17 that it works.

18           So 67 and 40, this is understanding how  
19 these vehicles -- we looked at the two more difficult  
20 bays, to make sure that they could get in, without  
21 going over curb lines, et cetera.

22           They do that and get out of the way. And  
23 then lastly, in the rare occasion we need to get that  
24 large vehicle in the diagonal dock, that it can do  
25 that, turning to get out of the way as well.



1           Tree planting, an important part of site  
2 review is that we maintain city standard tree plantings  
3 and so this is to illustrate all of the new street  
4 trees that are going to be included, as well as  
5 ancillary tree developments that we will plan in our  
6 open space and green space thereof. So --

7           Go ahead.

8           MR. BERGER: There is a note on page nine  
9 of our document, which is the issue of the -- what I  
10 call the tree scape and the placement of bollards.

11          MR. HOISINGTON: Correct.

12          MR. BERGER: We -- in our previous life,  
13 had a difficulty with bollards and they, in my opinion,  
14 surprised us, as a city. Challenged our accessibility  
15 and in the writeup that you have a copy of, item F  
16 talks about the bollards again. So in your  
17 presentation with respect to the tree scape --

18          MR. HOISINGTON: Uh-huh.

19          MR. BERGER: -- share with us where the  
20 bollards are, what impact, what change you are making,  
21 to ensure that we, in fact, have green scape.

22          MR. HOISINGTON: Certainly and great  
23 point. I have got some detailed drawings that zoom in  
24 and I can talk about -- it's a big reason that we look  
25 for some additional right of way, that we are not

1 pinching down. That we have a zone for bollards, a  
2 zone for the tree, adequate zone for the people to walk  
3 and wide enough that it's truly accessible and then in  
4 places where we have retail ready space, then retail  
5 space as well.

6 So you will notice a few places where we  
7 have more than almost doubled the city minimum and  
8 that's to address that, specific comment.

9 MR. BERGER: Green corner.

10 MR. HOISINGTON: Yes. This is an  
11 important thing. We shared with everyone here in the  
12 SDD approval some concepts of the building back in  
13 September.

14 I'm going to just illustrate some key  
15 points. We had a parking garage in the middle of the  
16 building. We had a parking garage that was eight  
17 stories tall and went to the corner. We had an office  
18 building that cantilevered above that.

19 So we had done this as we were looking at  
20 the overall district and how we got the bulk and  
21 height. We were 419 feet tall. Again, one of our  
22 before and afters.

23 This is where we are now and you can see a  
24 couple of key things that we have done. We have  
25 maintained the height. You can see, we have pushed the

1 southern face of the tower northwards and that was in  
2 respect to the balcony line of the western face of the  
3 Crescent building, so we had moved that, to avoid that  
4 north line, which is right there.

5           So this in perspective, so you can see how  
6 it works, but that is an elevation to show how that  
7 works. We removed, in entirety, the eight-story  
8 parking garage from this building.

9           We have completely put that parking below  
10 grade and over on the now much smaller footprint of the  
11 garage that faces Forsyth. We have furthermore,  
12 stepped that massing down, from eight stories to in the  
13 four stories range. It's really only about three  
14 levels but they are tall levels, so I'm giving the  
15 actual height there.

16           And we have added additional -- some of  
17 that retail that I mentioned in the SDD, that's been  
18 added both at the plaza, north and south, so you can  
19 create good public spaces but if you don't activate  
20 them, you are going to have some work to do, so we made  
21 sure that we had space in the plan to do that.

22           So we think significant improvements to  
23 the overall plan here, from where we were in September  
24 to now. This is the corner at Wellbridge. It  
25 illustrates, again, you can imagine.

1           Initially, we had a garage that turned a  
2 corner and went all the way down. We have since gotten  
3 rid of that. This feature element that is this glass  
4 box represents where Wellbridge will be.

5           The corner will have direct access for  
6 them as well as an entry that's further down the block,  
7 which I will talk about, in terms of traffic and  
8 dropoff for the tower and then the building kind of  
9 going down the street, as it goes down. So this is the  
10 steep part of the grade.

11           So the site plan and I am going to zoom  
12 in. You can see, to your question, some of the  
13 bollards in this zone and you will note the -- when we  
14 get into the detail, I will talk about the layering.

15           The overall plan and you can see a lot of  
16 the zones, we have set back. This is the intent. This  
17 is what we are really after, as we looked at the  
18 overall revisions to the plan.

19           These orange lines, we made a commitment  
20 and Centene made a commitment that this be an active  
21 building, engaging the city. And so the whole drive of  
22 that was then to rethink the parking structure, to  
23 really get it super efficient, super compressed and  
24 have all of this red zone as tenant commercial. We  
25 call it retail ready, because we don't have tenants

1 yet, right? So just to be clear about terminology. A  
2 very important point is the lobby entrance is  
3 essentially midblock. It's not at the corner and  
4 there's a secondary point at the dropoff and this was  
5 done for two reasons.

6 One is to help the corner be really  
7 active. It's a great corner. Second is that we are  
8 introducing a lay-by, which doesn't exist in the  
9 current building, which allows dropoff to happen  
10 outside of the traffic flow, down from the corner a  
11 safe distance and visually separate it, so we are  
12 creating the best dropoff that we can there, around all  
13 of those things.

14 Yes?

15 MS. BOULTON: Are you finished addressing  
16 bollards?

17 MR. HOISINGTON: I'm getting to it.

18 MS. BOULTON: Okay.

19 MR. HOISINGTON: I have get into -- sorry.  
20 I'm getting there. I don't want to go too fast.

21 MS. BOULTON: I have a question on that,  
22 when you get there.

23 MR. HOISINGTON: This is a drawing  
24 illustrating -- the red is the only place where it is  
25 city minimum, the city required, I should say.

1           Everywhere else is above and beyond and a  
2 quick diagram, the dashed area is everything that is  
3 outside the city required. So you can just quickly,  
4 visually see.

5           We doubled up here and I am going to get  
6 to the bollards there, to talk about why that is  
7 doubled up. That zone outside, this gives us the space  
8 to put a bollard, a row of trees, the city required  
9 edge, as well as open space.

10          And we've done that here, down the street  
11 and then this zone, really, inside, we have additional  
12 depth. So I am going to go past that last slide. This  
13 was just talking about character of space and I want to  
14 get into the specifics of here you can see you see the  
15 detail of how that is done.

16          The brick strip, which is the curb strip,  
17 the bollards, tree spacing and then still an adequate  
18 sidewalk and then that further space for the retail  
19 tenant, particularly facing the flat zone, which is  
20 north and ample breathing room here.

21          And you can see that continues down the  
22 way, so we take your comments to heart. We think this  
23 is a significant improvement to the overall plan  
24 addressing bollards.

25          THE CHAIRMAN: How many cars can get into

1 the dropoff area?

2 MR. HOISINGTON: It's queued up for four,  
3 so it's a four-space lay-by and to answer the question  
4 that might come up, we can also accommodate four on the  
5 south, so there's a turn but there's four. The same  
6 length of lay-by as north and south.

7 Yes?

8 MS. GARNHOLZ: What is the perceived need  
9 for bollards, in terms of parking garage and along the  
10 sides?

11 MR. HOISINGTON: They actually stop about  
12 here. You don't see them go further down the street.  
13 The bollards are really --

14 MS. BOULTON: It shows on the -- it shows  
15 on here. Sorry.

16 MR. HOISINGTON: I apologize.

17 MS. BOULTON: It shows it all the way  
18 around. What page are you on?

19 MS. GARNHOLZ: C 109.

20 MS. BOULTON: Are those bollards? They  
21 look like bollards.

22 MR. HOISINGTON: I don't believe that was  
23 the intent. I think past the office building, we were  
24 stopping them. Yes. I think if that's in the  
25 drawings, that we would say now, that we would --

1 MS. GARNHOLZ: So the --

2 MR. HOISINGTON: Past the dropoff, where  
3 we were concerned about safety, we would not need them.  
4 Absolutely.

5 MS. GARNHOLZ: So the bollards stop at --

6 MR. HOISINGTON: Right about where the  
7 hand is, just past the lay-by. Really, what they are  
8 there, intended is if you have someone coming to drop  
9 off if, God forbid, something, loses handle on the  
10 wheel, slips or is reaching for a phone and we have  
11 people walking by in the main entrance, it's really --  
12 we think it's very important to have some level of  
13 security there, for that edge, particularly the active  
14 corners.

15 MS. GARNHOLZ: And I wouldn't argue with  
16 that.

17 MR. HOISINGTON: Yes. I am looking back.  
18 That would be -- if that is in the drawings, we would  
19 correct that. We would not have bollards go down the  
20 length of Forsyth.

21 THE CHAIRMAN: Hold on. We have a  
22 consultation.

23 MR. HOISINGTON: I'm being told those are  
24 just lights.

25 MS. GARNHOLZ: Lights?



1 MR. HOISINGTON: Yeah. City standard  
2 lights.

3 Thanks.

4 THE CHAIRMAN: It's good to have the right  
5 people here.

6 MR. HOISINGTON: It's great to have the  
7 right people here. Thank you. And again, you can see  
8 that they -- we really are only looking at those at the  
9 turning points and major places that we are worried  
10 about, pedestrian and vehicular traffic right next to  
11 each other.

12 MS. GARNHOLZ: Okay.

13 THE CHAIRMAN: Mr. Berger, are you okay  
14 with that?

15 MR. BERGER: Yes, I am.

16 THE CHAIRMAN: Okay.

17 MR. HOISINGTON: We actually have extended  
18 the green roof here. You can see the commitment to  
19 extend that green buffer all of the way, which we said  
20 that we would do.

21 We have really covered the office building  
22 with green roof, which is a great amenity, for really  
23 the city water management strategy. And a featured  
24 element on the top of the terrace, so as this got  
25 lower, the opportunity to engage an outdoor space that

1 occupies that corner and articulate the building, which  
2 is a desire of the plan, that this not just be one, you  
3 know, long facade. So you step up, step back, et  
4 cetera, architecturally, to give it some interest.

5 MR. BERKOWITZ: I have a question.

6 MR. HOISINGTON: Of course.

7 MR. BERKOWITZ: You have the corner there,  
8 so as far as pedestrian traffic goes on Hanley, on that  
9 side --

10 MR. HOISINGTON: Yes.

11 MR. BERKOWITZ: -- how does that work?  
12 You have -- is it covered, pedestrian covered from  
13 walking down Hanley?

14 MR. HOISINGTON: Great question. Let me  
15 get back to a plan that might illustrate it a little  
16 bit better. So it's only partially covered but it's  
17 not really walkable, because we use that edge inside  
18 the building.

19 It's hard to describe this. This is the  
20 best way to describe it. This is where you can walk  
21 and you can see it's 16'4" to 24' of width, right? So  
22 the normal sidewalk that you walk on in Clayton is  
23 about 12 and change, 12'2", 12'4".

24 MR. BERKOWITZ: Yeah.

25 MR. HOISINGTON: We wanted a little more

1 width there, because it is a very busy road and you  
2 want to have a little breathing room. So if you  
3 imagine, you can kind of walk up Hanley but it's going  
4 up a lot, right?

5 So you are going to have foundation walls  
6 that do this a little bit and you will see it in the  
7 elevation and that's where that little additional room  
8 is. So you can't be there, but it is going to give the  
9 feeling of an additional couple of feet over the 16.

10 MR. BERKOWITZ: More so than we had  
11 before.

12 MR. HOISINGTON: Yeah. You can see, it's  
13 about 4'4" at the lowest, more than what would be the  
14 minimum.

15 MR. BERKOWITZ: But the overhang of the  
16 building is --

17 MR. HOISINGTON: It's beyond that.

18 MR. BERKOWITZ: It is more?

19 MR. HOISINGTON: Yeah.

20 THE CHAIRMAN: It's in one of the  
21 renderings.

22 MR. HOISINGTON: This is a good one. So  
23 the face of this tower here, the glass, do you see how  
24 this sets in? That 14'4" is if you dropped it straight  
25 down. Do you see these walls that are dealing with the

1 28 feet of grade change?

2 MR. BERKOWITZ: Yeah.

3 MR. HOISINGTON: You can't -- those are  
4 site walls and they are dealing with grade, so the  
5 14'4" is outboard of that, all right? So it's not like  
6 the building overhangs the 14'4". It's actually  
7 setting in at those lower levels.

8 MR. BERKOWITZ: Right. And is that a  
9 retaining wall of some sort?

10 MR. HOISINGTON: Yeah. So this is a piece  
11 of the foundation. It will come down and then it steps  
12 down again, as it comes down into the plaza. So we  
13 have been really working on this, to try and keep it as  
14 low as we can --

15 MR. BERKOWITZ: Right.

16 MR. HOISINGTON: -- but 28 feet is a lot.

17 MR. BERKOWITZ: That wall itself, that's  
18 up, further up, yeah. Where you are right there.

19 MR. HOISINGTON: Yes.

20 MR. BERKOWITZ: So are we going to make  
21 that attractive, somehow?

22 MR. HOISINGTON: Yes. I mean, this is  
23 going to be a nice stone, precast stone or basically,  
24 kind of cultured detail. There's a reason that it does  
25 that and it's actually a really important one to talk

1 about. The fire department needs direct access, from  
2 the street at that level, into a fire command center.  
3 So there's actually a nicely detailed door for the  
4 firemen to, in an emergency situation, be able to get  
5 into the building. Yeah. So it's an actual  
6 requirement that we provide those directives. So the  
7 one place that we go to that bigger wall --

8 MR. BERKOWITZ: Uh-huh.

9 MR. HOISINGTON: -- it's directly related  
10 to providing the right kind of function and then we  
11 bring it down to open up the retail.

12 MR. BERGER: Two things. Where the wall  
13 is, where Alderman Berkowitz was pointing at --

14 MR. HOISINGTON: Uh-huh.

15 MR. BERGER: -- seems visually narrowing  
16 the passageway or the walkway of the sidewalk. If  
17 that's true, how much?

18 MR. HOISINGTON: Yeah. So again, I'm  
19 trying to be as clear as I can. The 14'4" is  
20 consistent.

21 MR. BERGER: Yes.

22 MR. HOISINGTON: We never infringe upon  
23 that. So when you see this additional couple of feet  
24 here --

25 MR. BERGER: Yes.

1 MR. HOISINGTON: -- that will be -- if I  
2 am standing in the 14'4" line, the wall is here, I've  
3 got a couple of another feet before the glass --

4 MR. BERGER: Okay.

5 MR. HOISINGTON: -- right? So it's  
6 getting bigger, it's not getting smaller.

7 MS. BOULTON: Eli, the plan that you  
8 showed the colors, the yellow and the red and the  
9 orange would probably be -- answer Alderman Berger's  
10 question there.

11 MR. HOISINGTON: Yeah. I am trying to --  
12 that would be this one.

13 MR. BERGER: Okay.

14 MS. BOULTON: So where is the wall?

15 MR. HOISINGTON: So the wall, actually,  
16 this is a great illustration. So you see how the white  
17 line, kind of, is bumped out there and then comes down?  
18 So here, there's a stairway that gets down. This is  
19 around -- this is a sloped sidewalk, but we then tuck a  
20 stairway here.

21 So the face of that glass is actually that  
22 one and then it continues and then this is that wall  
23 that comes up, to get the firemen access and other  
24 things, into the building. So the 14'4" is the purple  
25 consistent and you can see that it's actually -- it

1 gets you a little more breathing room on Hanley, as you  
2 go up.

3 MS. BOULTON: And then the yellow is  
4 larger, correct?

5 MR. HOISINGTON: The yellow is 20'4" at  
6 the minimum to -- my eyes are -- it is 36'4", at its  
7 greatest. So that's probably the lobby, itself. So if  
8 we eliminated that, we would say 20 to 24 feet, so it's  
9 literally double the city requirements, at the yellow.

10 MR. BERKOWITZ: Just one comment though,  
11 on that wall.

12 MR. HOISINGTON: Sure.

13 MR. BERKOWITZ: You know, I'm a lawyer, so  
14 I think about liability issues. There are skateboarder  
15 in town, who might love to take on that wall. Is there  
16 some way to prevent that or --

17 MR. HOISINGTON: We would absolutely look  
18 to the detailing of that wall, absolutely, be focused  
19 on preventing that --

20 MR. BERKOWITZ: Thank you.

21 MR. HOISINGTON: -- yes, 100 percent.

22 MR. BERKOWITZ: All right.

23 MR. HOISINGTON: What we really want  
24 people to do is use that wonderful 14 foot sidewalk  
25 that we have created. Great questions.

1           A further illustration of how, really, you  
2 can kind of see what we did. We kind of took the whole  
3 building and kind of pushed it. It got to, I think, a  
4 great space in terms of all of the varying needs around  
5 the site.

6           A view from -- this is, sort of, sitting  
7 at Pierre Laclede and looking back and it just  
8 illustrates what we are doing with the garage, I think  
9 quite clearly and the various articulations here and  
10 then just a large zoom out, that shows that  
11 streetscape.

12           So we will talk about the garage here in a  
13 minute but this is just grounding you in a series of  
14 renderings that we do around the model. And then,  
15 again, that view that we started with, from the south.

16           So elevations, I think these are somewhat  
17 duplicative but it's good for you to see them, as we  
18 come around. There's that wall. This is actually  
19 stepped.

20           You can see that we would detail the  
21 skateboarding issue appropriately, that that wouldn't  
22 be a place to focus, but we brought it down as quickly  
23 as we can, to keep that retail face open, to the extent  
24 that we can. So this is a really challenging piece of  
25 land and you can see the topography on the Forsyth side



1 is equally challenging and we have used it to our  
2 advantage, to create a real visual variety along the  
3 street, where these retailers would happen, so it's not  
4 the same thing.

5 A series of smaller units, with  
6 individuality and as retailers come in, they can add  
7 their brand, their awnings. Things like you see all  
8 over the successful retail here in Clayton.

9 So, you know, using this difficult and  
10 challenging site to our advantage. The last point is  
11 illustrating that key step-down that we agreed to on  
12 the east side.

13 So, you know, a lot of great comments and  
14 I think the benefit was this created a really rich  
15 variety in the designs as we moved forward.

16 Some detail, what is the garage going to  
17 look like? We anticipate being large expanses of  
18 brick, masonry and tones of red and colors that are  
19 comparable and in concert with the surrounding  
20 buildings. It's really important.

21 We talked about, Alderman Berkowitz, the  
22 in and out on street level along Hanley. We do the  
23 same thing here. So the dimensions we tell you are to  
24 the face. So, you know, when we get a retail  
25 storefront, we actually push it in two more feet.

1           So we are, even at that scale of the  
2 building, looking for articulation and variety. It's a  
3 really key part of the Master Plan, that there be that,  
4 in these buildings.

5           The brick wraps. This is looking at the  
6 Lyle, Crescent tower beyond. So we wrap the brick and  
7 we don't change as we go around to the back. So the  
8 back side of the garage has a very similar attitude.

9           It doesn't change and become sort of a  
10 dumb down. It's a similar, kind of rich tone brick and  
11 it's one color on the back, to be much more consistent  
12 with the kind of quality of the Crescent. So very  
13 deliberately making a neighborhood back there.

14           You can see here, the garage doors are  
15 shut. That's part of our plan and the precast, sort  
16 of, masonry base here as well. So a real commitment  
17 from Centene to make a great building, garage that  
18 becomes part of the neighborhood.

19           This is a detail on the back and it  
20 illustrates, in sort of a rough rendered form, but you  
21 get the idea. The height of that green zone in detail,  
22 so that would be consistent along the whole back of the  
23 building.

24           As we come around, we mentioned in a lot  
25 of the early SDD, opportunities that we get into new

1 detailed design to carve out space. This is a small  
2 space but it is a really great space that we carved  
3 out, to create one more small, open area on the plan,  
4 which I think is worth noting. We will continue to do  
5 that on all projects.

6           There is the bridge, which connects the  
7 existing tower to the new tower and the anticipation is  
8 that it be a very simple, elegant, lightweight  
9 structure.

10           It's quite high. If anyone wants to know,  
11 it is more than adequate clearance for any vehicle that  
12 could possibly go under there. It's well over that 15  
13 to 20 feet range. It provides direct connection and a  
14 safe flow back and forth between the headquarter of the  
15 project and this new building.

16           Signage, I am only going to touch on  
17 briefly, to say that we have committed that as we get  
18 tenants and people who have specific signage requests,  
19 we will come back and secure approvals for those. It  
20 is very difficult for us right now, to tell you what --  
21 until retailers come on board, what it will be, but  
22 merely a commitment that we will go through the  
23 required process.

24           And lastly, public art. Again, we started  
25 the SDD talking about that. There are building pieces,

1 like this canopy and public space art, sculptures or  
2 other commission pieces and we consider both. So the  
3 bridge is another opportunity, the canopy as well as  
4 this open space within the dropoff. So multiple places  
5 for public art within SD1.

6 MS. BOULTON: And the fountain as well.

7 MR. HOISINGTON: Absolutely. Thank you.  
8 Yes. The water feature that runs and deals with that  
9 last bit of that grade transition.

10 THE CHAIRMAN: Just a curious question on  
11 the walkway --

12 MR. HOISINGTON: Yes.

13 THE CHAIRMAN: -- across town. Do you  
14 guys get a permit from the county on that?

15 MR. HOISINGTON: I believe that's the  
16 case, yes.

17 THE CHAIRMAN: It's a county road.

18 MR. HOISINGTON: Yes.

19 THE CHAIRMAN: Questions? Anybody up  
20 here, questions?

21 Thank you, Eli.

22 Questions or comments from the audience?  
23 Anybody have a question or a comment?

24 Okay. Then I will close the public  
25 hearing.

1 MR. BERKOWITZ: Yes.

2 THE CHAIRMAN: What are you, Columbo?

3 MR. BERKOWITZ: Yes. Can I just -- I'm  
4 looking at this picture. The one at the very front.

5 MR. HOISINGTON: Yes. Let me find that.  
6 That is going to be -- it's that one.

7 MR. BERKOWITZ: This one?

8 MR. HOISINGTON: Yes.

9 MR. BERKOWITZ: Where is the wall?

10 MR. HOISINGTON: The one that we've been  
11 talking about?

12 MR. BERKOWITZ: Yes.

13 MR. HOISINGTON: It's just barely visible,  
14 right there. See that little bit and then it folds  
15 down? It's really just that little bit right there.  
16 Yeah.

17 MR. BERKOWITZ: It looked bigger in the  
18 other picture.

19 MR. HOISINGTON: I know. Yeah. We worked  
20 really hard to make it as hard as we could.

21 THE CHAIRMAN: It is a rendering.

22 MR. BERKOWITZ: It's a rendering.

23 MR. HOISINGTON: It's a very good and  
24 accurate rendering.

25 THE CHAIRMAN: Okay.

1 MR. BERKOWITZ: On that corner, that  
2 corner, which is pretty prominent.

3 MR. HOISINGTON: Yeah.

4 MR. BERKOWITZ: Okay. Is that pretty much  
5 what we are looking at? I mean, there will be no more  
6 fancy whistles or anything. It's just a corner?

7 MR. HOISINGTON: It's very open and  
8 transparent for that potential tenant. I think when  
9 the tenant moves in, you're going to get -- I mean,  
10 it's going to get really exciting, whatever that space  
11 becomes. So our job, I think, is to provide the  
12 opportunity for that to be a great space.

13 MR. BERKOWITZ: A great open space and the  
14 sidewalk and that, in there.

15 MR. HOISINGTON: Yes.

16 MR. BERKOWITZ: Okay. Thanks.

17 THE CHAIRMAN: It's actually a good open  
18 corner. It's not a crowded corner.

19 MR. BERKOWITZ: It is. I know.

20 THE CHAIRMAN: Okay. Are you -- anything  
21 else?

22 MR. BERKOWITZ: No. I'm good.

23 THE CHAIRMAN: Anybody else? All right.  
24 I am going to close the public hearing.

25 MS. GARNHOLZ: I introduce Bill No. 6595,

1 an ordinance approving a Subdistrict 1 Subdistrict  
2 Development plan for the Centene Clayton Campus Special  
3 Development District and other actions related thereto,  
4 to be read for the first time, by title only.

5 MS. BOULTON: Second.

6 THE CHAIRMAN: Any further questions or  
7 conversation?

8 Mr. City Attorney.

9 MR. O'KEEFE: Bill No. 6595, an ordinance  
10 approving a Subdistrict 1 Subdistrict Development plan  
11 for the Centene Clayton Campus Special Development  
12 District and other actions related thereto.

13 THE CHAIRMAN: All in favor?

14 MR. BERGER: Aye.

15 MR. LINTZ: Aye.

16 MR. BERKOWITZ: Aye.

17 THE CHAIRMAN: Aye.

18 MS. BOULTON: Aye.

19 MS. GARNHOLZ: Aye.

20 THE CHAIRMAN: Any opposed?

21 MS. GARNHOLZ: I move that the board give  
22 its consent for consideration for adoption of Bill No.  
23 6595, on the day of its introduction.

24 MS. BOULTON: Second.

25 THE CHAIRMAN: All in favor?

1 MR. BERGER: Aye.

2 MR. LINTZ: Aye.

3 MR. BERKOWITZ: Aye.

4 THE CHAIRMAN: Aye.

5 MS. BOULTON: Aye.

6 MS. GARNHOLZ: Aye.

7 THE CHAIRMAN: Any opposed?

8 MS. GARNHOLZ: I introduce Bill No. 6595,  
9 an ordinance approving a Subdistrict 1 Subdistrict  
10 Development plan for the Centene Clayton Campus Special  
11 Development District and other actions related thereto,  
12 to be read for the second time, by title only.

13 MS. BOULTON: Second.

14 THE CHAIRMAN: Any further questions or  
15 conversation?

16 Mr. City Attorney.

17 MR. O'KEEFE: Bill No. 6595, second  
18 reading and consideration for adoption. An ordinance  
19 approving a Subdistrict 1 Subdistrict Development plan  
20 for the Centene Clayton Campus Special Development  
21 District and other actions related thereto.

22 MS. FRAZIER: Alderman Garnholz?

23 MS. GARNHOLZ: Aye.

24 MS. FRAZIER: Alderman Boulton?

25 MS. BOULTON: Aye.



1 MS. FRAZIER: Alderman Berger?

2 MR. BERGER: Aye.

3 MS. FRAZIER: Alderman Lintz?

4 MR. LINTZ: Aye.

5 MS. FRAZIER: Alderman Berkowitz?

6 MR. BERKOWITZ: Aye.

7 MS. FRAZIER: Mayor Sanger?

8 THE CHAIRMAN: Aye.

9 And now, we will open the public hearing  
10 regarding Bill No. 6596, Special Development District  
11 plan for Subdistrict 2A of Centene and request for  
12 publication.

13 Mr. City Manager.

14 MR. OWENS: Subdistrict 2A is located on  
15 Forsyth Boulevard, directly east of Lyle Avenue. It is  
16 1.15 acres in size and will be developed with a mixed  
17 retail/parking structure which includes 8,368 gross  
18 square feet of retail ready space and 560,171 gross  
19 square feet of parking for 1,510 cars.

20 Five levels of parking will be located  
21 below grade; eight levels located in the structure and  
22 one level of mezzanine parking.

23 The gross area of buildings within  
24 Subdistrict 2A, including support space and parking, is  
25 569,479 gross square feet.

1           The individual subdistrict plans provide  
2 detailed information related to each specific phase of  
3 the development. Each subdistrict requires approval of  
4 a Subdistrict Development Plan (by the Board of  
5 Aldermen), Site Plan Review (by the Plan Commission),  
6 and Architectural Review (by the Architectural Review  
7 Board).

8           I won't -- again, I will amend reading  
9 this. I won't go through the whole thing, other than  
10 to say that there were -- on December 19, 2016, the  
11 Plan Commission voted five to zero to recommend  
12 approval of the Subdistrict Development Plan 2A to the  
13 Board of Aldermen with the conditions that are listed  
14 in the staff report, all of which were agreed to.

15           Staff's recommendation is to conduct a  
16 public hearing and adopt an ordinance approving the  
17 Special District Development plan for Subdistrict 2A,  
18 pursuant to the recommendations from the Plan  
19 Commission.

20           THE CHAIRMAN: Okay. Who is up now?

21           MR. HOISINGTON: I will introduce again.  
22 Eli Hoisington, HOK, design principal in representation  
23 of Centene. Focusing on the 2A subdistrict project  
24 here. This will be, obviously, as he read. It is  
25 significantly smaller portion than what we just went

1 through but equally important. So we are going to be  
2 talking about the garage piece of this long term  
3 development. So highlighting here, this is that piece  
4 in purple. So purple lets you know what we want to get  
5 done right away and then the subsequent phases, as  
6 discussed.

7           Once again, just a detail to remind  
8 everyone that we have, even at this first phase, gone  
9 through a detailed plan with MSD and the city to ensure  
10 the proper stormwater flow and design for the first  
11 phase.

12           And equivalently, taken levels of tree  
13 planting plans as we go around, to ensure city  
14 standards and that applies to, as we mentioned,  
15 lighting and other city requirements. So ensuring that  
16 even as we do this, we are building all of that in this  
17 first space, where we face public rights of way.

18           The same sidewalk drawing to illustrate  
19 for folks, again, if you don't see red, it means that  
20 it is above and beyond the city standards.

21           So green here, you can see is -- we have  
22 added an additional two feet. We think that it is  
23 important that Lyle, as we redevelop it, is a street.  
24 It's a connection that is important. It's not just a,  
25 sort of, a back access way.

1           So that there would be breathing room for  
2 people. So we took that into consideration and then  
3 again, the blue, which is that additional 4'6" to 9'6"  
4 width sets up the retail ready space.

5           So here is, kind of, that zone of  
6 additional space that we have talked about. We are  
7 showing this just to indicate that we intend, as we go  
8 into future phases, to continue that. We don't  
9 anticipate that 2B and 2C will deviate from this  
10 attitude of additional open space and a great public  
11 realm.

12           Elevations, the plan is quite  
13 straightforward. The elevations of this are a  
14 continuation of the vertical break up of brick. This  
15 is going to be warm masonry material.

16           We have anticipated it being much more  
17 quiet tones of whites and grays as a way to not only --  
18 you know, if we look down the street, we don't want to  
19 have all red brick.

20           We think it is important that there be  
21 variation and we anticipate that some of the  
22 inspirational images that we showed of the auditorium  
23 initially, which had a very modern feel, we would want  
24 to create synergy between this building and the future  
25 building.

1           We are committed that on the two  
2 elevations that will soon be covered by a future  
3 residential and future auditorium, that even now, we  
4 would detail those with masonry, patterned in terms of  
5 different colors and textures, so that we don't have  
6 just a blank garage facade at any given time, even  
7 though we can anticipate this literally being covered  
8 in the near future. So on both facades, we would see  
9 that as we turn around.

10           THE CHAIRMAN: How long would that facade  
11 be exposed, before the auditorium covered it?

12           MR. HOISINGTON: I think if we remember  
13 the schedule, I think the auditorium started in '18 --

14           THE CHAIRMAN: Yes.

15           MR. HOISINGTON: -- and had about a three  
16 and a half to four year window. Chris is nodding, so  
17 not too long, before we start covering it up.

18           The one place that we would deviate from  
19 those more modern tones of grays is we intend that that  
20 street, Lyle, have the similar bookend of the  
21 neighborhood red tones, so that as you are walking  
22 down, there is sort of visual consistency.

23           So effort even -- we wanted to pay effort  
24 to this garage, to make sure that it was thoughtfully  
25 designed before we put in these future pieces, so we

1 are coming here for this. We talked a lot and I  
2 apologize, actually, this graphic, this has been  
3 omitted.

4 So you will see in the plans, we have  
5 agreed that's now removed but this will be green space  
6 until future -- as we talked in SDD, we would commit to  
7 proper accessibility routes through this future  
8 development, the residential.

9 I want to note that in the SDD -- in the  
10 application, we simply showed these gray boxes, but as  
11 you saw in the -- I kind of jumped ahead.

12 In the SDD, we went and showed sketches  
13 for what that triangle becomes and it's going to be  
14 something quite different, so we see this as a really  
15 great, long term block development and really just  
16 looking to get this first piece underway.

17 Signage will be quite limited and this is  
18 a washed out graphic but again, the same message as  
19 SD1. We have committed to come back with tenant  
20 signage package, subject to the approval process as we  
21 would need to, to include everyone here. So I am just  
22 reminding you that that's a similar case.

23 So quite brief in terms of this garage. A  
24 couple of important points, just to wrap up, before we  
25 go to Q and A. Craig mentioned the levels above and

1 below grade. Mayor Sanger, I think you queued in on  
2 why it is the size that it is. We have gone very deep  
3 and we have kept the height to a minimum. We have done  
4 everything that we can, to make this as efficient as we  
5 could possibly get it and set up great future phases.  
6 So with that, I hand off.

7 THE CHAIRMAN: I just want to make a  
8 comment about the auditorium. And I know it is really  
9 not developed yet, okay? But you teased us really well  
10 with your original rendering, which looked like a  
11 really world class architectural phenomenon of design  
12 and now we are looking at a piano box. So I would just  
13 encourage that --

14 MS. BOULTON: Eli, did you bring the --  
15 you showed us some, at architectural review? Did you  
16 bring those?

17 MR. HOISINGTON: We had precedents. We  
18 had no new work yet. We showed some ideas of --

19 MS. BOULTON: Just ideas.

20 MR. HOISINGTON: We showed ideas that we  
21 absolutely have to deliver.

22 THE CHAIRMAN: Yeah, right.

23 MR. HOISINGTON: I think --

24 THE CHAIRMAN: It is absolutely essential  
25 that you deliver on that product and I know we are not

1 talking about it tonight.

2 MR. HOISINGTON: Yep.

3 THE CHAIRMAN: I just had to throw in a  
4 comment.

5 MR. HOISINGTON: I think that everyone  
6 back here would agree that that -- it's more than  
7 critical.

8 THE CHAIRMAN: Right.

9 MR. HOISINGTON: It's going to be a  
10 driving force as we move forward on that space, to  
11 design -- it's part of the reason we are giving  
12 ourselves some design time is that has to be -- so we  
13 would completely agree.

14 MR. CAMPBELL: And I would say, Mayor,  
15 that one of the comments that Bob made at the last  
16 meeting was to talk about how it would be an iconic  
17 entry to the city, so there is a lot of focus on what  
18 that would look like and how it would be --

19 THE CHAIRMAN: Could you close the door,  
20 please?

21 MR. CAMPBELL: I think that the intent has  
22 been spelled out in the record.

23 THE CHAIRMAN: Got it. I just wanted you  
24 to hear it from me.

25 All right. Yes, sir?



1 MR. LINTZ: Just a clarification. I hate  
2 to bring up parking again but just so that I am clear.  
3 The entrance, the parking entrance on Carondelet, that  
4 entrance is tied into the entire parking garage. It's  
5 not -- because initially, it was just underground or  
6 something like that and now it is tied in, with a gate?

7 MR. HOISINGTON: Correct. That's a great  
8 question to ask. It will be gated. We committed to  
9 that. We would continue to do that.

10 It's primarily looking at -- the primary  
11 entrance, we do foresee on Forsyth, as we have said.  
12 It is the larger of the two, so part of the parking  
13 demand management is how do we control that flow and  
14 what kind of operation of the gate, et cetera, et  
15 cetera, but you know, I think -- I hope that answers  
16 your question.

17 MR. LINTZ: Yes. I just wanted to clarify  
18 that it is all tied together.

19 MR. HOISINGTON: Uh-huh.

20 MR. LINTZ: And can manage whether its  
21 after an auditorium event, closing that, so everything  
22 goes off Forsyth.

23 MR. HOISINGTON: Uh-huh.

24 MR. LINTZ: Okay.

25 THE CHAIRMAN: Anybody else up here?

1           Anybody in the audience have a question or  
2 comment about Subdistrict 2A? All right.

3           MS. GARNHOLZ: I introduce Bill No. 6596  
4 --

5           THE CHAIRMAN: I'm sorry. I didn't close  
6 the public hearing. The public hearing is closed.  
7 Thank you.

8           MS. GARNHOLZ: I introduce Bill No. 6596  
9 an ordinance approving Subdistrict 2A development plan  
10 for the Centene Clayton Campus Special Development  
11 District and other actions related thereto, to be read  
12 for the first time, by title only.

13           MS. BOULTON: Second.

14           THE CHAIRMAN: Any further discussion,  
15 questions or comment?

16           Mr. City Attorney.

17           MR. O'KEEFE: Bill No. 6596, first  
18 reading, an ordinance approving a Subdistrict 2A  
19 development plan for the Centene Clayton Campus Special  
20 Development District and other actions related thereto.

21           THE CHAIRMAN: All in favor?

22           MR. BERGER: Aye.

23           MR. LINTZ: Aye.

24           MR. BERKOWITZ: Aye.

25           THE CHAIRMAN: Aye.

1 MS. BOULTON: Aye.

2 MS. GARNHOLZ: Aye.

3 THE CHAIRMAN: Any opposed?

4 MS. GARNHOLZ: I move that the board give  
5 unanimous consent to consideration for adoption of Bill  
6 No. 6596 on the day of its introduction.

7 MS. BOULTON: Second.

8 THE CHAIRMAN: All in favor?

9 MR. BERGER: Aye.

10 MR. LINTZ: Aye.

11 MR. BERKOWITZ: Aye.

12 THE CHAIRMAN: Aye.

13 MS. BOULTON: Aye.

14 MS. GARNHOLZ: Aye.

15 THE CHAIRMAN: Any opposed? Let the  
16 minutes reflect the board has given unanimous consent.

17 MS. GARNHOLZ: I introduce Bill No. 6596  
18 an ordinance approving Subdistrict 2A development plan  
19 for the Centene Clayton Campus Special Development  
20 District and other actions related thereto, to be read  
21 for the second time, by title only.

22 MS. BOULTON: Second.

23 THE CHAIRMAN: Any further discussion or  
24 questions?

25 Mr. City Attorney.

1 MR. O'KEEFE: Bill No. 6596, second  
2 reading and consideration for adoption. An ordinance  
3 approving a Subdistrict 2A development plan for the  
4 Centene Clayton Campus Special Development District and  
5 other actions related thereto.

6 MS. FRAZIER: Alderman Garnholz?

7 MS. GARNHOLZ: Aye.

8 MS. FRAZIER: Alderman Boulton?

9 MS. BOULTON: Aye.

10 MS. FRAZIER: Alderman Berger?

11 MR. BERGER: Aye.

12 MS. FRAZIER: Alderman Lintz?

13 MR. LINTZ: Aye.

14 MS. FRAZIER: Alderman Berkowitz?

15 MR. BERKOWITZ: Aye.

16 MS. FRAZIER: Mayor Sanger?

17 THE CHAIRMAN: Aye.

18 All right. That completes our Centene  
19 business for this evening.

20 (Thereupon, the requested portion of  
21 transcription concluded.)  
22  
23  
24  
25

1 STATE OF MISSOURI )

2 COUNTY OF ST. LOUIS )

3 I, Sara E. Tom, a Certified Court Reporter  
4 within and for the State of Missouri, do certify that  
5 pursuant to Notice, a meeting was held at the Clayton  
6 City Hall, Second Floor Council Chambers, 10 North  
7 Bemiston Avenue, in the City of Clayton, State of  
8 Missouri, commencing at 7:00 in the evening of that  
9 day; that all proceedings which then transpired was  
10 reduced to voice writing by me on the day, between the  
11 hours, at the place and in that behalf first aforesaid,  
12 and later transcribed into typewriting and that the  
13 foregoing 124 pages are a true and accurate transcript  
14 of the record of the aforementioned meeting.

15 IN WITNESS WHEREOF, I have hereunto set my hand  
16 this 17th day of January, A.D., 2017.

17  
18  
19 \_\_\_\_\_  
SARA E. TOM CCR #1234  
20 Certified Court Reporter within  
21 and for the State of Missouri  
22  
23  
24  
25



City Manager  
10 N. Bemiston Avenue  
Clayton, MO 63105

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## REQUEST FOR BOARD ACTION

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**TO:** MAYOR SANGER; BOARD OF ALDERMEN

**FROM:** CRAIG S. OWENS, CITY MANAGER  
DALE L. HOUDSHELL, P.E., DIRECTOR OF PUBLIC WORKS

**DATE:** JANUARY 24, 2017

**SUBJECT:** ORDINANCE – CHANGING THE MUNICIPAL TRAFFIC CODE ADDING  
STOP CONTROL ON DEMUN AVENUE AT SOUTHWOOD AVENUE

---

Recently, Public Works received concerns regarding safety for motorist turning from Southwood Avenue onto DeMun Avenue.

Public Works staff viewed the area and found that parking along the center median can make it difficult for motorists to see some southbound vehicles on DeMun Avenue at Southwood Avenue. It was determined that placing stop signs on southbound DeMun Avenue at this intersection, as shown on Exhibit A, could improve safety.

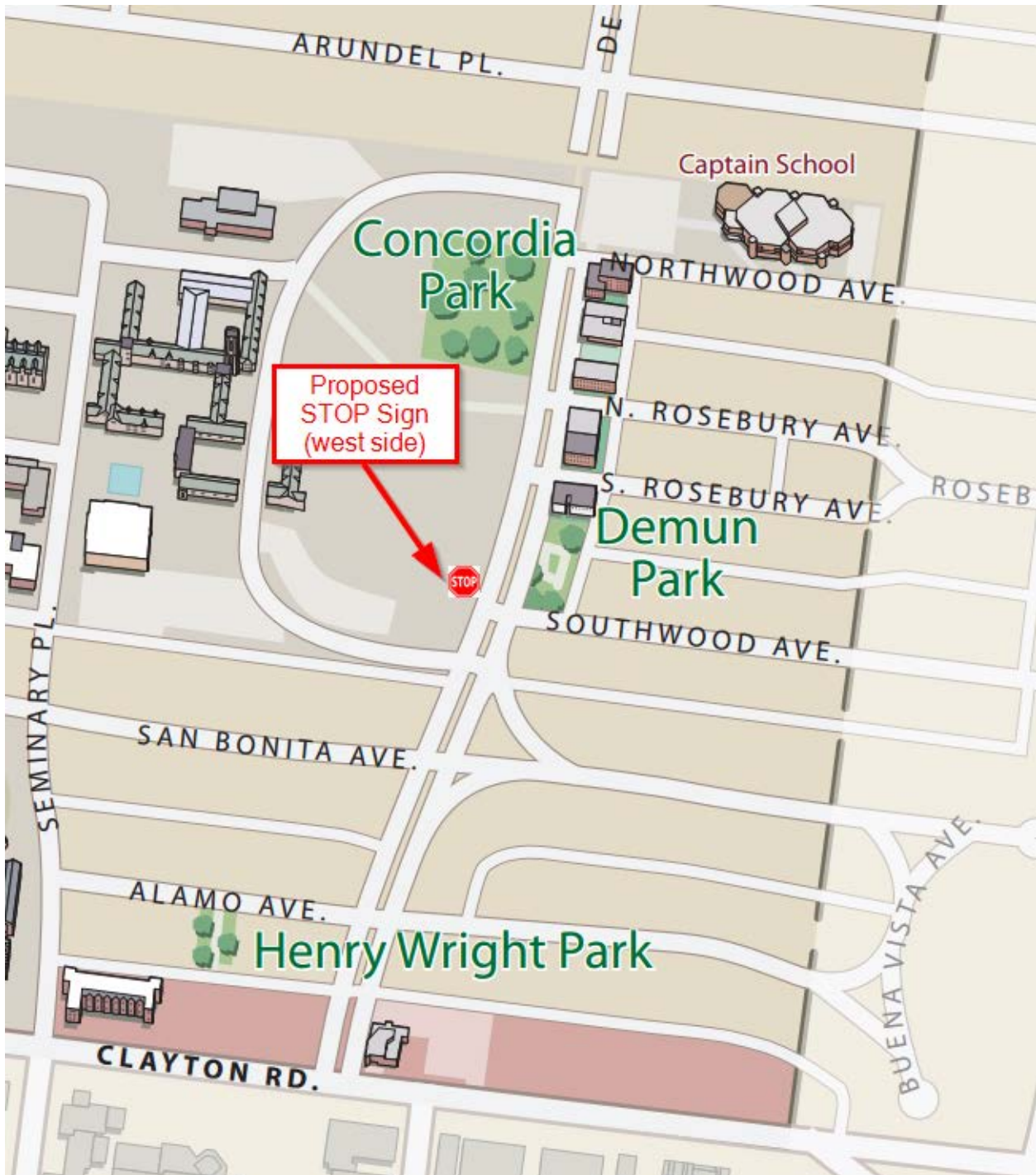
Public Works staff has placed stop signs on southbound DeMun Avenue at Southwood Avenue on a temporary basis. We believe making this change permanent is warranted.

Passage of this ordinance is necessary to codify the recently installed stop control on southbound DeMun Avenue at Southwood Avenue.

**Recommendation:** To approve the ordinance codifying the recently installed stop control on southbound DeMun Avenue at Southwood Avenue.

## Exhibit A

DeMun Avenue at Southwood Avenue:



**BILL NO. 6599**

**ORDINANCE NO.**

**AN ORDINANCE APPROVING CHANGES TO THE TRAFFIC CODE TO CODIFY A STOP CONTROL RESTRICTION ON DEMUN AVENUE AT SOUTHWOOD AVENUE**

---

**WHEREAS**, the City has exercised its legislative discretion and police powers to regulate the operation of motor vehicles on the streets of Clayton with a goal of finding an appropriate balance among the sometimes competing interests; and

**WHEREAS**, the City has been requested to improve safety at DeMun Avenue and Southwood Avenue; and

**WHEREAS**, it is the desire and intent of the Board of Aldermen to add stop control on southbound DeMun Avenue at Southwood Avenue to accomplish increased safety.

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF CLAYTON, MISSOURI, AS FOLLOWS:**

**Section 1.**

Table II-A. Stop Intersections in Schedule II Stop Intersections and Yield Intersections of Title III Traffic Code, of the Clayton, Missouri, Municipal Code is hereby amended as follows:

**REMOVE** - DeMun Avenue at its intersections with Alamo Avenue (westbound approach), San Bonita Avenue (eastbound approach), San Bonita Alley (eastbound approach), Southwood Avenue (westbound approach), South Rosebury Avenue (northbound approach), North Rosebury (westbound approach), Northwood Avenue (northbound and westbound approaches), Fauquier Drive (westbound approach).

**ADD** - DeMun Avenue at its intersections with Alamo Avenue (westbound approach), San Bonita Avenue (eastbound approach), San Bonita Alley (eastbound approach), Southwood Avenue (southbound and westbound approach), South Rosebury Avenue (northbound approach), North Rosebury (westbound approach), Northwood Avenue (northbound and westbound approaches), Fauquier Drive (westbound approach).

This Ordinance shall be in full force and effect both from and after its passage by the Board of Aldermen.

Passed this 24<sup>th</sup> day of January, 2017.

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Mayor

ATTEST:

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City Clerk





City Manager  
10 N. Bemiston Avenue  
Clayton, MO 63105

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## REQUEST FOR BOARD ACTION

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**TO:** MAYOR SANGER; BOARD OF ALDERMEN  
**FROM:** CRAIG S. OWENS, CITY MANAGER (CSO)  
G. MARK THORP, FIRE CHIEF  
**DATE:** JANUARY 24, 2017  
**SUBJECT:** ORDINANCE - PROVIDING FOR THE APPROVAL AND EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF CLAYTON AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF) LOCAL 2665

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The bargaining representatives have met, discussed, and agreed upon the attached Collective Bargaining Agreement which contains a resolution of those issues that affect the wages and terms and conditions of the Union members' employment.

**Key provisions of the CBA that were not the City's current practice:**

- The parties now have a formal, comprehensive agreement regarding Union members' wages and terms and conditions of employment;
- The Fire Chief must discuss any change with the Union before implementing a change in the Fire Department's rules and regulations;
- Union Members are bound by the current City handbook but will not be bound to any amendment to the City handbook that adversely affects the Union Members' compensation;
- The City will adopt the FY-2017 Step Pay Schedule for the Union members that was previously approved by the BOA during FY-2017 Budget Process;
- The City agreed to make the pay adjustments retroactive to October 1, 2016;
- The Union may arbitrate a City Manager's written decision imposing termination or a suspension lasting more than 48 hours. The Union members must arbitrate any federal, state, or local law claim they may have against the City (i.e., discrimination);

**STAFF RECOMMENDATION:** To approve the Ordinance to authorize the City Manager to enter into a Collective Bargaining Agreement and Supplemental Agreement on Retroactive Pay with the International Association of Firefighters Local 2665 and other required administrative actions as may be required to comply with the intent of this ordinance.

BILL NO. 6600

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE TWO AGREEMENTS WITH THE INTERNATIONAL ASSOCIATION OF FIREFIGHTER, LOCAL 2665**

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**WHEREAS**, the City of Clayton, Missouri, (the “City”) recognizes the International Association of Firefighters, Local 2665, IAFF, AFL-CIO, CLC as the exclusive bargaining representative for the unit found appropriate for the purposes of collective bargaining in Public Case number 91-019, and

**WHEREAS**, the City and the Union have met and conferred and worked cooperatively over many years and have now reached this agreement; and

**WHEREAS**, the City and Union have entered into several prior agreements; and

**WHEREAS**, and both parties desire to enter into a new agreement.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF CLAYTON, MISSOURI, AS FOLLOWS:

**SECTION ONE. Authority for Agreement**

The City Manager is hereby authorized and directed to enter into and execute on behalf of the City of Clayton a Collective Bargaining Agreement (the “CBA”) with the International Association of Firefighters, Local 2665, said Agreement to be in substantially the form attached hereto as **Exhibit A**.

The City Manager is additionally authorized and directed to enter into and execute on behalf of the City of Clayton a Supplemental Agreement on Retroactive Pay (“Retroactive Pay”) with the International Association of Firefighters, Local 2665, said Agreement to be in substantially the form attached hereto as **Exhibit B**.

**SECTION TWO. Effective Date**

The Ordinance shall be in full force and effect both from and after its passage by the Board of Aldermen.

**Passed by the Board of Aldermen this 24th day of January, 2017.**

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

**EXHIBIT A**

**COLLECTIVE BARGAINING**  
**AGREEMENT**

**BETWEEN:**

**THE CITY OF CLAYTON, MISSOURI**

**AND**

**THE CLAYTON FIRE DEPARTMENT SHOP  
OF  
I.A.F.F LOCAL 2665**

**EFFECTIVE DATE:**

**JANUARY 24, 2017 THRU SEPTEMBER 30, 2020**

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## **PREAMBLE**

This Collective Bargaining Agreement hereinafter referred to as “CBA” or “Agreement,” is made to set forth the results of good faith negotiations between the City of Clayton of St. Louis County, hereinafter referred to as “the City”, and the Clayton Fire Department (CFD) Shop of International Association of Fire Fighters Local 2665, hereinafter referred to as “the Union.”

The parties further agree that this Agreement has been reached as a result of their good faith efforts to satisfy their obligations under Missouri law, that the Union has presented a comprehensive collective bargaining agreement proposal, that the parties have met, discussed, and agreed upon a resolution of those issues effecting terms and conditions of employment.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Union; to provide for equitable and peaceful adjustment of differences if and when they may arise; and to establish standards of wages, benefits, hours, and other conditions of employment.

## **ARTICLE 1**

### **LABOR AND MANAGEMENT RELATIONS**

#### **Section 1.01. Joint Labor-Management Committee**

The City of Clayton Fire Department is committed to ensure that the City of Clayton Fire Department Shop of IAFF Local 2665 and the Administration of the City of Clayton Fire Department address issues within the department.

The City of Clayton Fire Department Joint Labor Management Committee (JLM) shall be comprised at a minimum of the Fire Chief and Shop Steward and may include other parties as mutually agreed upon. The JLM will meet upon mutually agreeable dates to discuss and endeavor to resolve all matters of mutual concern and to promote and harmonious and productive relationships between the Union and City.

The JLM Committee shall, whenever possible, endeavor to achieve consensus amongst its members regarding the decisions made arising from the matters discussed. This consensus objective notwithstanding, the JLM Committee shall not diminish the Fire Chief's authority to make decisions he deems to be in the best interest of the City in time or safety-sensitive situations, or in instances where the JLM has met with Fire Chief two (2) times, but have been unable to reach an agreement.

The Joint-Labor Management process shall not prevent members of the City of Clayton Fire Department from bringing topics of concern and suggestions to the Fire Chief and Battalion Chiefs for consideration at any time. This proviso, however, shall not be construed in any way as permitting the City to discuss with any member of the bargaining unit, other than the elected bargaining unit representatives, topics which would normally be consider a mandatory subject of bargaining.

The JLM Committee shall support the committees in place in the CFD, shall appoint members to serve as committee representatives on said committees as need arises, and may establish additional committees or consolidate current committees to meet the organizational needs of the CFD.

#### **Section 1.02. Management Rights**

The parties agree that the goal of any fire protection service or emergency operation requires clear management authority and freedom to make rapid decisions and to operate in an efficient manner. It is further understood and agreed that this Collective Bargaining Agreement constitutes the whole agreement of the parties concerning wages, hours and working conditions and that all decisions or matters not expressly provided for in this Collective Bargaining Agreement are reserved exclusively to the City.

Unless otherwise expressly modified by this Agreement, prominent, but by no means inclusive, among such rights and responsibilities belonging solely to the City are the rights to:

- a. decide the number, location and character of its job assignments or any party thereof;
- b. alter, rearrange, combine, transfer, assign or cease any job, operations, or service;

- c. decide the services to be rendered, the work to be contracted out or purchased, including goods, uniforms, or regulation equipment;
- d. decide and/or change the method of pay and the pay periods;
- e. decide the required schedules and duties to be performed;
- f. decide the schedules of fire protection, processes, methods and techniques including the introduction of new or changed methods, training or procedures;
- g. decide the district boundary and/or boundaries in which the service is to be rendered;
- h. decide the existence of mutual aid pacts including the party or parties with whom such mutual aid pacts are to be performed;
- i. decide public relations;
- j. decide financial policies including accounting procedures and the determination of every aspect of the organization of all internal reporting procedures and maintenance of records;
- k. set and reset rates of pay, rate changes, and premium rates not in conflict with the provisions of this Collective Bargaining Agreement;
- l. decide upon the amount of supervision necessary; and
- m. determine whether and to what extent the work performed in its fire protection services, disaster preparedness, emergency medical and other services shall be performed by employees covered by this Collective Bargaining Agreement.

Unless otherwise modified by this Agreement, it is further recognized that it is the sole responsibility of the management of the City to select, direct, determine the make-up of the workforce including right to hire, layoff, demote, assign, reassign, or transfer; to discharge, discipline and suspend for violations of the Personnel Policies and Procedures Manual for just cause and with the due process; to relieve employees from duties and assignments because of a lack of work; to combine and eliminate jobs, to determine the appropriate labor grades and number of employees within a given number of classifications; to set shift schedules and hours of work; to set the standards for training, quantity and quality of work; to determine, and from time to time to predetermine the number of classes of employees to be employed; to establish jobs; to readjust or eliminate existing jobs; to establish and maintain job requirements or job content in the stands of service, production and inspection; to make and apply rules and regulations of service, maintenance of the facility, inspection, efficiency, safety, cleanliness and other working conditions. It is agreed that management maintains or retains all of its managerial rights and that they are all vested solely and exclusively in the City unless specifically contracted away by this Collective Bargaining Agreement; and further, that the numbering of certain management rights shall not be deemed to exclude any other management rights.

It is further agreed that this Agreement shall not bind the City from, in its sole discretion, exceeding the terms set forth herein provided that it is mutually agreed that the exercising of such discretion is in



the benefit of the Members. The Union agrees that the City's exercising of such discretion shall apply only to that specific circumstance, and shall not be construed as a precedent setting.

### **Section 1.03. Classification of Bargaining Representative**

Pursuant to and in accordance with the provisions of Section 105.500 to and including Section 105.530 of Missouri Revised Statutes, 2000, as amended, the City hereby recognizes Professional Fire Fighters of Eastern Missouri, Local 2665, IAFF, AFL-CIO, CLC as the exclusive bargaining representative in the unit found appropriate for the purposes of collective bargaining in Public Case Number 91-019 as follows:

**Bargaining Unit:** For an appropriate unit consisting of full-time employees of the Clayton Fire Department hereinafter referred to as "Members," excluding the Fire Chief, the Assistant Chief/Fire Marshall, Battalion Chiefs, and all clerical workers.

### **Section 1.04. Payroll Deduction of Union Dues**

The City agrees to deduct dues in an amount certified to be current by the Shop Steward or his designee from the pay to those employees who individually request in writing that such deductions be made. The total amount of deductions shall be remitted each month by the City to the account designated by the Union in accordance with the information provided to the City by the Union.

The Union shall warrant and defend, indemnify and hold the City harmless from and against any and all claims, demands, suits, damages or other forms of liability, including expenses, court costs and attorney's fees, that may arise out of or by reason of any actions taken or not taken by the City in reliance upon certification provided by the Union to the City pursuant to the provisions of this Section or in reliance upon any other information provided by the Union to the City, including signature cards and lists of members, which are provided for the purpose of complying with any of the provisions of this Section.

### **Section 1.05. Union Business, Meetings, and Bulletin Boards**

#### **City Meetings**

Members elected or appointed to Union offices, either in Clayton, with Local 2665, or the IAFF, shall be granted time off work without loss of compensation or earned leave to perform the essential functions of the offices they hold related to mutually agreed meetings for Clayton business. Specifically, the Shop Steward and members of the CBA negotiating team shall be allowed time off for all meetings which are mutually set by the City and the Union.

#### **Union Business**

For other union business, Members elected to Union offices may, at their discretion, request to use accrued earned leave, may request to take leave without pay, or if eligible may arrange for Union Officer relief to attend to Union business, subject to and contingent upon the requirement that the minimum staffing provisions set forth in Section 2.12 herein be maintained, that the notification provisions of this Section are adhered to, and that the scheduling of Union Officer relief not occur so frequently as to present a hardship for the City. It is mutually agreed that during the term of this Agreement the parties shall endeavor to reach a consensus on a policy governing the use of Union

Officer relief that encompasses, at a minimum, parameters for annual usage, employee training requirements, and impact on CFD operations.

### **Notification**

Said Members shall notify their assigned Battalion Chief of the need to be absent from duty at least 96 hours prior to its occurrence, unless exigent circumstances prevent said notice, in which case it shall be incumbent upon the Member to notify their assigned Battalion Chief immediately and it is understood that the operational needs of the CFD may preclude leave being granted. The provisions of this Section shall be subject to and contingent upon the requirement that the minimum staffing level as set forth in Section 2.13 herein be maintained, and that the City not incur overtime expenses. In the event that the Member may not be excused without the use of overtime, then no time will be granted unless expressly authorized by the Fire Chief.

### **Shop Meetings**

The Union shall be permitted to hold shop meetings of the City's Members on the premises of the City at a time and place agreed upon by the Fire Chief and the Shop Steward for the purpose of conducting Union business, including the holding of elections. There shall not be attendance of these meetings by non-Clayton Fire Department persons without the express advanced approval of the Fire Chief.

### **Board of Alderman Meetings**

The Shop Steward or designated Shop Officer shall be permitted to attend the Board of Alderman meetings or other public meetings while on duty as long as such attendance is not disruptive to the meeting or impairs emergency response duties.

### **Bulletin Board**

The City shall furnish a bulletin board and provide space for it in a designated location in the fire house for the exclusive use of the Union. The Union shall limit the posting of notices, bulletins, posters, information and/or other printed matter to said bulletin boards.

### **Section 1.06. Non-Discrimination**

Neither the City nor the Union shall discriminate against any employee covered by this Collective Bargaining Agreement in a manner which would violate any applicable laws because of race, creed, color, national origin, age, sex, religion, disability, gender identity, sexual orientation, ancestry or any other prohibited basis under federal, state, or local law.

It shall be the policy of the City of Clayton to encourage and expect those with whom the City contracts or does business to uphold the same principles and practices as the City, and especially to affirm and fulfill these standards in all undertakings associated with the City.

Neither the City nor the Union shall interfere with the right of employees covered by this Collective Bargaining Agreement to become or not to become members of the Union. There shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

The Union recognizes its responsibility as bargaining agent and agrees to represent fairly all employees in the bargaining unit as set forth herein.

### **Section 1.07. Union Representation**

A Member has the right to be represented by the Union at any examination of the Member by a representative of the City in connection with an investigation if the Member reasonably believes that the examination may result in disciplinary action against the Member or the City notifies the Member the examination may result in disciplinary action, and the Member requests representation.

Should the Member make the written request, the City shall choose from among three options:

1. Grant the request and delay the interview until the Union representative arrives and (prior to the interview continuing) the representative has a chance to consult privately with the Member;
2. Deny the request and end the interview; or
3. Give the Member a clear choice between either having the interview proceed without representation or ending the interview.

A Member will not be punished for making such a request for Union representation.

It is agreed that having a Union Representative present does not negate the Member's responsibility to participate in the investigative process during the disciplinary proceedings. The Union representative may observe the interview, and with the Member's and City's written consent, request to confer privately with the Member, or speak on the Member's behalf. The Union representative shall not delay, obstruct, or interfere with the interview, and should such circumstances occur, the Member may be disciplined for refusal to participate.

If asked by a Member, a representative of the City will advise the Member whether the investigative examination may result in disciplinary action against the Member.

### **Section 1.08. Display of Union Insignia**

The IAFF Local 2665 insignia will be displayed in good taste and shall not distract from the appearance that is expected of professional Fire Fighters. It is understood that only active members of the IAFF will be permitted to place said logos on their uniform. There will be no expectation that non-members, such as chief officers, place this insignia on their uniforms. Any added cost of such insignia shall be borne by the union.

The IAFF Local 2665 insignia shall be worn or displayed as follows:

1. Station T-shirt – Small (approximately 2"x2"), silk screen on right sleeve at the cuff;
2. Polo Shirt – Small (approximately 2"x2"), multi-colored embroidery on right sleeve at the cuff;

3. Cold Weather Job Shirt – Small (approximately 2”x2”), multi-colored embroidery on right sleeve above the cuff;
4. Cold Weather Coat – Small (approximately 2”x2”), multi-colored on right sleeve above the cuff;
5. Baseball Hat/Stocking Cap – Small (approximately 2”x2”), multi-colored embroidery on the side or in the back, as dictated by limitations of embroider;
6. Firefighting Helmet – Small (approximately 2”x2”) decal may be placed on the rear brim of the firefighting helmet.

#### **Section 1.09. Personnel Manual and Employee Compliance**

The Union agrees that the bargaining unit employees will comply with all rules, regulations and ordinances of the City or of a department thereof.

- A. The “Personnel Policies and Procedures Manual” or “Personnel Manual” as referenced in this Agreement means the City of Clayton Personnel Policies and Procedures Manual that is in effect at the time this Agreement is enacted by the parties. The City retains its exclusive authority and discretion to amend any provision of the Personnel Manual as it deems necessary or desirable.
- B. Notwithstanding the above paragraph A, unless other agreed to by the Union, the Members shall not be bound by any amendment to the Personnel Manual that materially and adversely affects the Members’ compensation.

#### **Section 1.10. Fire Department Policies and Procedures**

CFD policies and procedures are established by Standard Operating Guidelines (SOGs), Standard Operating Procedures (SOPs), and written departmental policies, hereinafter referred to as “Policy or Policies.” The Fire Chief or the Union may propose changes to any existing Policy, or propose the creation of a new Policy, in accordance with this Section.

The Union agrees that the bargaining unit employees will comply with all Fire Department policies and procedures. In the event the City elects to change the Fire Department’s policies and/or procedures, without consensus from the JLM Committee, and should the Union determine that said changes have substantive and negative impact on members of the bargaining unit, the City agrees to confer with the Union prior to the implementation of any such change, and further agrees to post the proposed change thirty (30) days in advance of implementing said change, unless an emergency exists, and encourage comments by the Union.

## **ARTICLE 2** **WORKING CONDITIONS**

#### **Section 2.01. Prevailing Rights**

The following privileges and working conditions shall remain in force during the term of this Collective Bargaining Agreement unless added to, deleted from, or changed by mutual consent of both parties:

1. The City shall provide and maintain access to a Wi-Fi network throughout the fire station and Members' use shall comply with City's IT Policy;
2. Members may use non emergency telephones for personal calls and may use departmental computers for personal use provided such use is in compliance with the City's computer and telephone usage policy;
3. City shall provide transportation for on duty Fire Department business and duty cycle grocery shopping. Grocery shopping shall be conducted at a store within 3.0 road miles of the fire station.
4. Members may eat meals and prepare them at customary times when it does not interfere with the provision of Fire Department services. Members shall be granted additional time to prepare and eat meals in the event customary meals are interrupted by Fire Department services;
5. Members shall be allowed visitors at the firehouse between 0800 - 2200 hours provided that said visits do not interfere with their response to emergencies or interfere with Fire Fighters duties;
6. During the time not designated as Normal Working Hours, Members may use the recreation room and television, prepare and eat meals, sleep, work on individual interests, exercise, do minor repairs, maintenance, and cleaning of their personal vehicles as long as City supplies are not used, use personal computers and other electronic devices, read, or work on other non-defined personal projects;
7. Members shall be allowed to borrow fire department equipment not on any apparatus. All loaned items must have approval of chief officer and signed out/in on approved sign out sheets. Members are responsible for any damage to borrowed equipment;
8. Members shall be provided with parking at or very near the city hall building, at no cost to the Member;
9. The City shall provide coffee, tea, and the associated condiments for use at the firehouse;
10. The City shall maintain the provisions of the firehouse as are in existence at the time this Agreement is executed, and shall replace as needed, all: furniture, computers, televisions, kitchen supplies and accessories, kitchen appliances, outdoor grill and smoker, fitness equipment, beds, lockers, mattresses, sheets, blankets, pillows, bathroom supplies, and cleaning supplies, painting of walls and ceilings, replacement and professional cleaning of flooring, maintenance and replacement of HVAC systems, maintenance and replacement of kitchen appliances and cabinets, maintenance and replacement of washing machines (fire gear extractor and standard clothing washing machine) and clothing dryer;
11. Duty hours, shift schedule, and work scheduling shall continue as practiced at the execution of this Agreement. Generally, 90 minutes will be allocated daily for physical fitness activities as

operations allow. Non-emergency operations such as, but not expressly limited to, inspections, apparatus and equipment maintenance, fire and EMS training, fire hose and fire hydrant testing, and facilities cleaning and maintenance shall be normally scheduled during normal work hours. The City reserves the right to schedule training and public relations assignments, outside of normal work hours.

The parties agree that disputes arising out of the interpretation of said privileges, past practices, working conditions, or benefits shall first be brought forth to the Joint Labor-Management Committee as set forth in Section 1.01 of this Agreement before engaging the formal grievance process, and further that grievances filed related to items set forth in Section 2.01 shall not be subject to the arbitration provision of the grievance process as set forth in Section 2.07.

### **Section 2.02. Personnel Reduction**

The City Manager may, in his/her discretion, determine from time to time that a reduction in force may be necessary to maintain certain necessary services within the City. Should this occur, the City shall notify the Union one hundred twenty (120) days prior to such time as said layoff may occur and shall negotiate the terms of any reduction in force with the Union prior to the reduction. Upon receipt of said notification, the City and the Union shall endeavor to reach an agreement that will avoid a layoff or reduction in force.

Should such reduction in force occur, layoffs will be recommended by the Fire Chief and with the approval of the City Manager, with length of continuous service be the primary and controlling determiner. Where length of continuous service is relatively equal (within 12 months), the following factors may be used by the Fire Chief to determine personnel to be laid off:

- Ability;
- Efficiency;
- Conduct;
- Competence;
- Attendance; and
- Training.

Employees who are laid off shall be placed on a recall list for 36 months, and recalled per City Policy.

### **Section 2.03. Promotions and Hiring**

The filling promotions within the CFD shall be done in accordance with the CFD Promotions and Mentoring Policy.

The filling of full-time line-level vacancies shall take place as soon as practical upon the Member vacating his position, and shall be taken from an active hiring list if one exists. In the event that the active hiring list is over one (1) year old, or that the active hiring list does not contain enough candidates of suitable standing, a new hiring process shall be convened as soon as practical.

Minimum credentials for new hires shall be:

- 21 years old;
- High School diploma;

- Valid driver's license;
- Certified Missouri EMT-P license;
- Current CPAT certification;
- Standards for a Certified Professional Fire Fighter as set forth by the St. Louis County Fire Standards Commission as established by the St. Louis County Charter.

#### **Section 2.04. Personnel Transfers**

As a general rule Shift reassignments will be made prior to the picking of the following year's vacation on December 1<sup>st</sup>.

#### **Member Initiated Transfers**

Members shall have the ability to request a change to shift assignments with another equally qualified Member if both agree to the change, and approved by the Fire Chief. The change request must be signed by both Members, and submitted to the Fire Chief.

Members shall have the ability to request shift assignments if a vacancy arises within the department. In the event that two Members desire to move to fill a vacancy, seniority of the Members will be the primary determining factor in the determining of the requested change if all other factors are equal. Such changes in assignments are subject to final approval by the Fire Chief, and that all assignments are subject to ensuring proper staffing for all shifts as determined by the Fire Chief.

#### **City Initiated Transfers**

The City shall have the right to change shift assignments to meet the essential operational needs of the Fire Department. In the event that the Fire Chief believes that such changes are necessary, the Fire Chief shall discuss the rationale with the JLM Committee, and will ensure that all reasonable efforts are made to not disrupt scheduled vacation of the affected Members or to limit their ability to properly select vacation time for the coming year.

#### **Section 2.05. Loss of Seniority**

The seniority of a Member shall be considered broken for the following reasons, and the Member shall be considered terminated:

- a. If the Member resigns voluntarily.
- b. If the Member is discharged and such discharge is not set aside through the grievance procedure.
- c. If the Member is laid off and fails to report to the City within two (2) weeks of the date of the City's notice by certified mail that he is being recalled. It is the sole responsibility of the Member to keep the City properly informed of his current address.

## **Section 2.06. Grievance Procedure**

Recognizing the fact there is a negotiated Collective Bargaining Agreement covering employment conditions between the City of Clayton and Local 2665 of the International Association of Fire Fighters, any disagreement arising between the Members(s) and the City and/or the Union and the City over the application, interpretation or implementation of said Collective Bargaining Agreement and established conditions, the Union agrees to follow the steps established in Chapter 8 of the City Personnel Policies and Procedures, and the City recognizes the right of the Union to represent its interest or the interest of the employee at any step during the process. The City hereby agrees to the following clarifications to the City's Personnel Policies and Procedures:

A. A grievance is a complaint by (1) the City, or (2) a bargaining unit Member, or (3) a group of bargaining unit Members, or (4) the Union about any working condition including, but not limited to a violation, misinterpretation or misapplication of any provision of this Agreement (Type I grievance). A grievance is also any claim under federal, state, local law, or unlawful discharge, harassment, retaliation, discipline or unlawful treatment in employment or regarding terms and conditions of employment based upon any one or combination of factors prohibited by applicable law regarding terms and conditions of employment, including but not limited to claims of discrimination or retaliation on the basis of rights under statutes including but not limited to the Age Discrimination of Employment Act (ADEA), Americans with Disability Act (ADA) and Civil Rights Act (CRA), Title VII and its amendment to the Equal Pay Act, Family and Medical Leave Act (FMLA), and Missouri Human Rights Act, any and all retaliation claims under federal or state law Employee Retirement Income Security Act (ERISA), Immigration Reform and Control Act (IRCA), Worker Adjustment Retraining Notification Act (WARN), Fair Labor Standards Act, Davis Bacon Act, State Wage Laws, , Whistleblower Claims, and similar such claims under federal, state and local law (Type II grievance). All grievances must be resolved by the grievance and arbitration procedure. Members may still contact and file administrative charge(s) with appropriate state and federal agencies. Should disagreements arise with respect to the interpretation or application of this Agreement or concerning any action against a Member involving discipline, discrimination, suspension or discharge, such disagreements shall constitute a grievance shall be disposed of in a manner hereinafter set forth.

B. If a Type I grievance is not settled to their satisfaction based on the decision of the City Manager, the grievant may file an appeal with an arbitrator to be selected in accordance with the Federal Mediation and Conciliation Services (FMCS) Procedures for Requesting Arbitration Lists and Panels. The geographical local of the eligible arbitrators to be selected shall include the St. Louis, Missouri region or a mutually agreed region. Such an appeal shall be requested in writing and directed to the City Manager within five (5) working days after the issuance of the City Manager's decision.

C. Upon such appeal, the Grievant and the City shall have the right to be heard and to present evidence. At the hearing of such appeals, technical rules of evidence shall not apply. After the hearing and consideration of the evidence, the Arbitrator shall either confirm the action of the City Manager, award the relief requested in the grievance, or recommend an alternate course of action. The Arbitrator shall file a written statement of findings and award with the City Manager within thirty (30) days following the close of the hearing or submission of briefs, whichever is later, and such decision shall be binding and final. The grievance, all written documents that may have been considered in the hearing, the findings and the award issued by the Arbitrator in the binding Arbitration Hearing shall be promptly filed in the Human Resource Department.



D. Type II grievances shall be conducted in accordance with the Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association (AAA) dated November 1, 2009.

E. If the Union determines not to take a Type II grievance through any of the steps of outlined in the grievance and arbitration procedure, the Member may proceed through the grievance and arbitration procedure by him or herself or through a private attorney. Only under these circumstances shall the costs of the arbitrator be paid by the City (costs are evenly split between the Union and City for Type I grievances); however, each party will still be responsible for their own attorney's fees. If any party prevails on a statutory claim which allows the prevailing party to be awarded attorney's fees, the Arbitrator may award reasonable fees to the prevailing party as provided by law. If either party pursues a claim covered by this Agreement by any means other than arbitration, the responding party will be entitled to dismissal of such action, and the recovery of costs and attorney's fees related to such action.

F. Grievances arising from Section 2.01 and Section 2.07.3 are not subject to binding arbitration.

### **Section 2.07. Discipline and Discharge Procedure**

The Union agrees that corrective discipline of Members, when deemed necessary by the City, shall be administered in accordance with Chapter 8, Article III, Section 8-3 and Section 8-4 of the Personnel Manual. In instances where the amendments to Chapter 8, Article III, Section 8-3 and Section 8-4 of the Personnel Manual as set forth in this Agreement expand beyond that which is set forth in the Personnel Manual, this Agreement shall be controlling. The City agrees that discipline shall not be administered arbitrarily, and shall always be administered for just cause and with due process.

But for the following provisos, Chapter 8, Article III, Section 8-3 and 8-4 of the Personnel Manual shall be controlling with regard to discipline and disciplinary procedures:

1. The Fire Chief shall have responsibility for all disciplinary action but may delegate this authority to promoted supervisors.
2. During a disciplinary finding meeting, the Member shall be afforded Union representation of his choosing who shall be permitted to speak on the Member's behalf during the meeting. When a proposed disciplinary action involves a suspension of more than twenty-four (24) hours, demotion, or termination, the Member, or the Union representative at the Member's request, will be given the opportunity to respond to the allegations prior to disciplinary action being taken.
3. Written and oral discipline or suspensions less than 48 hours are not subject to binding arbitration.
4. In cases of suspension, demotion, or termination, the notice of disciplinary action shall contain information explaining the employee's right to have the action reviewed in accordance with Section 2.07 of this Agreement.

### **Section 2.08. Shift Exchange**

Members may exchange their duty hours with another Member for that assignment provided he fills out all necessary paperwork and obtains prior approval from his immediate Battalion Chief. All shift exchanges shall comply with FLSA guidelines, and the City shall not be held responsible for adjudicating issues that arise from the exchange of shifts.

It shall be the responsibility of the Member entering into the agreement to work for the scheduled Member to arrive on time for the scheduled shift. If he is unable to do so, the originally scheduled Member will be assessed the total amount of scheduled hours in sick time, vacation time, comp time, or personal time, depending on the reason the exchanging Member is unable to fulfill his commitment.

### **Section 2.09. Drug and Alcohol Testing**

Chapter 3, Article IV, Section 3.19 of the Personnel Manual shall be controlling for alcohol and drug testing, but for the exceptions and exclusions contained within this Agreement, which shall supersede the applicable provisions in the Personnel Manual.

#### **Post-Accident Testing**

Following an accident involving a City motor vehicle, or an occurrence involving an injured employee meeting the criteria herein, the City may test for the presence of alcohol and/or drugs for the exclusive purpose of determining sobriety of the injured Member or the Member operating a City vehicle at the time of the incident in the following instances:

1. The accident resulted in a fatality;
2. The accident resulted in an injury that requires conveyance via ambulance to seek medical attention away from the scene of the accident;
3. The accident resulted in an injury that results in lost work time of the Member;
4. Damage to City property or property leased by the City or being used for City purposes which results in damage to City property estimated to be excess of \$1,500 to repair;
5. Damages to others property which results in damage to others property which results in damage to others property estimated to be excess of \$1,500 to repair.

#### **Reasonable Suspicion**

Members shall be subject to for cause drug and alcohol screening when their supervisor has documented reasonable cause to suspect that the Member may be impaired.

### **Section 2.10. Non-Scheduled Work**

A Member who is called in and who reports to work overtime hours not continuous with scheduled worked hours, shall be guaranteed two (2) hours at one and one-half (1½) times the base rate. A Member who works additional hours due to response to emergency calls, after but continuous with his

scheduled work hours shall not be guaranteed any minimum number of hours and shall be paid overtime for the hours worked to the next half hour as work hours.

### **Section 2.11. Extreme Weather**

The mission of the Clayton Fire Department is to provide excellent emergency services to its citizens and businesses 24 hours per day, 365 days per year. An essential component of the success of that mission is ensuring that Members and equipment are as prepared as reasonably possible for the challenges they will face. It is agreed that regular training and equipment testing and maintenance are necessary to ensure that all personnel and apparatus meet applicable standards, and that the Union will make every reasonable accommodation to ensure they are completed in a timely manner.

It is further agreed that regular training and equipment testing, while important, are typically not so essential as to warrant exposing personnel to hazardous or inclement weather conditions that may render Members unnecessarily fatigued or infirmed, and thus less than optimally prepared to respond to emergency calls. For the purpose of this Agreement, inclement weather will be defined as the presence of any of the following: Wind Chill below 20 degrees Fahrenheit, Heat Index above 95 degrees Fahrenheit, extreme winds, rain, snow, sleet, or icy conditions. When said conditions exist, all activities which require extended exposure of personnel to outside weather conditions and can reasonably be re-scheduled shall be halted. It shall be the responsibility of the Union Shift Representative to contact the Battalion Chief and request that the Extreme Weather Clause be enacted. The Battalion Chief will be expected to notify the Fire Chief, or Acting Fire Chief to advise him of the situation and request permission to discontinue non-essential outdoor tasks

### **Section 2.12. Apparatus Staffing**

The minimum daily staffing level for the Clayton Fire Department shall be not less than nine (9) full-time Members on duty on any given day, with not less than eleven (11) full-time Members assigned to each shift. During the term of this Agreement the City and the Union shall work jointly to recommend the City's risk profile, Standard of Cover, and appropriate staffing levels for the Clayton Fire Department to the Board of Aldermen for their consideration. If consensus is not reached the Fire Chief will present options to the Board of Aldermen.

The CFD shall regularly operate at a minimum two (2) pieces of front-line fire suppression apparatus, one (1) front-line EMS unit, and one (1) front-line shift battalion chief at all times as established in the CFD Apparatus Staffing Policy.

#### **Apparatus Staffing Definitions**

**Acting Captain** – any member who is on the current promotional process list followed by members who have been on the promotional list followed by members in seniority order.

**Acting Battalion Chief** – all Fire Captains shall be expected to function as an Acting Battalion Chief as staffing needs require, unless coverage is made by a Chief Officer. Priority shall be given to any Captain who is in the current promotional process.

**Engineer / Certified Driver** – During the term of this Agreement, the parties shall identify the requisite knowledge, skill, and ability set for the proposed Engineer/Certified Driver position, and shall establish a process for compensating and selecting Members for that position. Upon completion of this

process, the addition of this or similar position may be submitted for consideration during the following budget process according to the City “request for position procedure.”

**Ambulance Personnel** – generally the ambulance staff shall consist of a rotation of the three most junior Paramedic/Fire Fighters on each crew and the shift Lieutenant/Medical Officer, or the four most junior members in the absence of a Lieutenant/Medical Officer. The reserve ambulance shall be staffed by any Paramedic/Fire Fighter on duty and not assigned to 3217 as determined by the shift officers. The staffing procedures are more fully described in Fire Department Policies.

### **Section 2.13. Physical Fitness and Wellness**

Through the utilization of a mutually agreed upon health services, the City will provide an annual Health, Wellness and Fitness Screening. The screening shall comply with NFPA 1582 and 1583, as well as the Joint Labor Management Wellness-Fitness Initiative in its most current edition. The Union agrees that it is a condition of continued employment that all Members participate in this screening and in daily fitness activities. The City agrees that it will adhere to all the principal tenants of the Initiative, and that the goal of the program will be to assist all Fire Fighters to obtain a high level of wellness and fitness.

The City agrees that it is the intent that the program should not be used in a punitive manner. The Union agrees that should a Member be deemed to not be medically fit for duty, or should a Member refuse to regularly participate in daily fitness activities, administrative actions taken with regard to the Member’s health and safety shall not be considered punitive.

The City agrees to incorporate a line item in the fire department budget for the purposes of replacing, repairing, and upgrading physical fitness equipment in the firehouses.

The City recognizes that the Members may, in the course of their duties, be exposed to infectious diseases, such as, but not limited to, tuberculosis, hepatitis B, and the human immunodeficiency virus (HIV), as well as to a variety of known carcinogens. The City agrees to, on an annual basis, provide training to the Members aimed at preventing such exposures in the workplace. The City will make reasonable efforts to conform to standards for preventing such exposures, where such standards exist. The City will maintain an accessible reporting system by which Members can document exposures to infectious diseases and/or hazardous substances, and the City will ensure that the Members are encouraged to report serious exposures to the City’s workers compensation provider.

### **Section 2.14. Overtime**

The Fire Department annual budget shall include a line item for overtime dedicated to maintain apparatus staffing levels at an agreed upon minimum set forth in Section 2.12 of this Agreement. This funding shall be sufficient to ensure that apparatus staffing meets agreed upon minimum while allowing two (2) members to take earned time off at their discretion.

The following guidelines shall be implemented for distributing Voluntary and Mandatory Overtime. This policy will use the established Voluntary Overtime list and Mandatory Overtime list. These lists shall be kept in the Captain’s Office, and it shall be the responsibility of the Captains to ensure that the policy is administered properly. It shall be the responsibility of each Member to ensure that the roster contains the most up-to-date contact information including home phone number, mobile phone number or pager number, and email addresses.

## **Use of Overtime Personnel**

The Member on overtime shall fill any riding position deemed necessary by the Battalion Chief, provided that the Member on overtime possesses the required licensure to fill that position. In the event that Chief Officers are available to cover vacant positions, they may be used for this purpose at the City's discretion.

## **Voluntary Overtime**

A **Voluntary Overtime** shift shall be defined as any shift, voluntarily worked at the firehouse, greater than twelve hours. Overtime worked at a special event shall not impact a Members' standing on the Voluntary Overtime list.

The Voluntary Overtime list shall remain in effect for one calendar year, and shall reset each January 1<sup>st</sup>.

In the event that scheduled time off and/or unscheduled absences result in staffing levels dropping below the agreed upon minimum, Voluntary Overtime will be offered by working down the roster from the most senior person to the least senior person, regardless of rank, until someone accepts the overtime. The person accepting the overtime shift will then move to the bottom of the Voluntary Overtime list, and shall be the last person offered Voluntary Overtime when it becomes available again.

**Emergency Overtime** is that which occurs with less than 24 hours' notice, such as a call-in due to illness or injury. Emergency Overtime shall be distributed following the aforementioned guidelines, and by utilizing the contact list kept in the Captain's Office. The Captain shall initiate phone calls to notify Members of the availability of overtime. The first two contact numbers listed shall be called, and messages shall be left if direct contact cannot be made. The first Member reached that accepts or calls back after a message was left to accept will be awarded the overtime.

**Scheduled Overtime** is that which occurs with greater than 24 hours' notice, such as when multiple vacation days and training or long-term illness occur on the same date. Scheduled Overtime shall be distributed following the aforementioned guidelines based on the responses received to email notification. The Captains, as soon as learning of an occurrence of scheduled overtime, shall send an email or other mutually acceptable notification to the two un-scheduled shifts notifying them of overtime availability. Members interested in the overtime shift shall respond by the deadline listed in the notification. Failure to respond by said deadline shall constitute a forfeiture of the opportunity for that overtime occurrence.

## **Mandatory Overtime**

A **Mandatory Overtime** shift shall be defined as any occurrence that requires a Member to be called into, or remain at the firehouse without his consent for greater than two hours.

The Mandatory Overtime list will not reset each year, and shall continue indefinitely. It will begin with the least senior person and proceed through the entire roster before starting over. The only exception shall be that when a new Member starts, he shall be placed at the top of the list until he receives his first mandatory shift, after which he shall be inserted into his appropriate position in the roster.

Mandatory Overtime will occur in the event that no one volunteers for overtime, and on-duty staffing falls below the minimum staffing standards set forth in this Agreement. Mandatory Overtime will be distributed by working up the roster from the least senior person to the most senior person. Once someone has been required to work Mandatory Overtime that person will move to the bottom of the Mandatory Overtime list and will not be required to work Mandatory Overtime again until the rest of the department has done so. In the event that extenuating circumstances make it impossible for someone to work an assigned Mandatory Overtime shift, the next person up the roster shall be assigned the Mandatory shift. The person refusing to work the Mandatory shift shall remain the next person due for Mandatory Overtime and may be subject to corrective action. Every effort should be made to prevent someone from being required to remain at the firehouse for longer than 72 hours.

### **Special Event Overtime**

Overtime for special events shall be paid at 2.1 times a CFD Member's base hourly rate of pay. Members may elect to receive comp time at a rate of 2.1 times the hours worked for every hour worked, with a cap of ninety-six (96) hours of comp time accrual unless otherwise authorized to exceed that cap by the Fire Chief. A special event is any event that occurs within the jurisdiction of CFD and that requires CFD resources in excess of normal staffing. These events shall include all contracted events at Washington University, Art Fair, other large community events yet to be defined, public education and public relation events requiring additional personnel, and events of such high profile that they require additional resources to ensure public safety as determined by the Fire Chief.

### **Extraordinary Circumstances Provision**

The City may, in its sole discretion, authorize additional overtime for staffing above and beyond the minimum staffing standards set forth in this Agreement if it determines that the threat of severe weather or civil unrest, or the existence of natural disasters or acts of terrorism, requires a force size greater than provided for by the minimum staffing standards set forth in this Agreement. The authorization of additional overtime for said circumstances shall not be precedent setting, and the assignment of said overtime shall be done as set forth in this Section, and shall not be at special event compensation rates.

The Fire Chief retains the right to cancel any and all time off, if in rare and emergency circumstances the retention of that time off hinders the safe and effective emergency operation of the Fire Department. The Chief will provide as much advanced notice as possible of these situations. The City will make every reasonable accommodation to Members affected by these rare emergency situations.

### **Section 2.15. Political Activity**

Members are free to exercise their full rights of suffrage. As public servants, Members are required to support the Constitution of the United States of America, the Constitution of the State of Missouri, all elected City officials while engaged in the lawful performance of their duties and to serve the interest of the public without regard to their personal political opinions or affiliations. As a result, the City reserves the right to restrict certain types of political activity on the part of Members with the intent to maintain the neutral and efficient performance of official duties, and to avoid any real or apparent conflict of interest. The following shall apply:

- No Member shall publicly support or actively campaign for a political candidate for the offices of Mayor or Board of Aldermen or the City of Clayton while on duty or off duty in uniform. Conversely, no employee shall publicly oppose or campaign against a political candidate for the offices of Mayor or Board of Aldermen of the City of Clayton while on duty or off duty in uniform. The definition of “in uniform” includes City-issued uniforms as well as any apparel with insignia, logos, or language indicating an affiliation with the City of Clayton.
- No Member shall solicit, sell, or handle political contributions while on City business or property.

## **Section 2.16. Temporary Loss of Licensure**

### **Temporary Loss of Driver’s License**

In the event that a Member temporarily loses their driver’s license, the Member will be given the opportunity to use accrued time off or to be placed on a leave of absence without pay at the City’s discretion. The Union recognizes that a valid driver’s license is an essential element of the position, and loss of driving privileges will require the Member to be removed from duty, and that the Member may be subject to disciplinary action by the City up to and including termination.

### **Failure to Renew Required EMT, EMT-P, or RN License**

In the event that a Member fails to renew his Missouri EMT, EMT-P or RN license in accordance with the parameters set forth by the State of Missouri, the Member will be given the opportunity to use accrued time off or be placed on a leave of absence without pay at the City’s discretion. The Union recognizes that the loss of EMS or Nursing licensure will prevent the Member from meeting the essential functions of the job, and will require the Member to be removed from duty, and may result in the Member being subject to disciplinary action up to and including termination.

## **ARTICLE 3 COMPENSATION**

### **Section 3.01. FLSA and Payroll System**

Members shall be paid bi-weekly in accordance with the “Clayton Fire Department Explanation of Salary Schedule” policy in effect at the memorialization of this Agreement, and included as an appendix to this Agreement. Voluntary deductions from Member’s paychecks shall continue in accordance with the City policy in effect at the memorialization of this Agreement.

### **Section 3.02. Salaries**

The City will make the necessary allocations in each budget year to accommodate an annual across the board adjustment to each scale as well as the funds required to move Members to the next applicable step in their respective scale. The following shall be the pay scales for the fiscal year 2017:

<b><u>FY 2017</u></b>								
<b>Step</b>	<b><u>1</u></b>	<b><u>2</u></b>	<b><u>3</u></b>	<b><u>4</u></b>	<b><u>5</u></b>	<b><u>6</u></b>	<b><u>7</u></b>	<b><u>8</u></b>
<b>FF/EMT-P In Training</b>	\$56,212	NA	NA	NA	NA	NA	NA	N/A
<b>Fire Fighter</b>	\$58,552	\$60,602	\$62,723	\$64,605	\$66,542	\$68,539	\$70,595	
<b>FF/EMT-P</b>	\$61,027	\$63,163	\$65,374	\$67,662	\$69,692	\$71,782	\$73,936	\$76,154
<b>Fire Lieutenant</b>	\$68,143	\$70,529	\$72,997	\$75,187	\$77,442	\$79,766	\$82,159	
<b>Fire Captain</b>	\$78,628	\$81,380	\$84,228	\$86,754	\$89,357	\$92,038	\$94,799	

### **Implementation**

Starting with the Fiscal Year 2017 budget, Members will be moved one additional step per year toward the step commensurate with their tenure with the department or most recent promotional date whichever is later, unless the Member has received an unsatisfactory yearly evaluation. Tenure for the purpose of assigning the appropriate step shall be determined by the anniversary date the Member will experience during the upcoming fiscal year.

### **Future Years**

For FY 2018, FY 2019 and FY 2020, a 2% across the board adjustment shall be applied to all steps in the pay scales referenced herein.

### **Section 3.03. Paid Holidays**

For the purpose of this Agreement, covered Members shall receive the equivalent of eight (8) hours of pay at the Member's respective pay grade for the following recognized holidays:

- a. New Year's Day
- b. Martin Luther King Day
- c. Memorial Day
- d. Independence Day
- e. Labor Day
- f. Thanksgiving Day
- g. Day after Thanksgiving
- h. President's Day
- i. Christmas Day
- j. Floating Holiday as set forth in the City's Personnel Manual

### **Section 3.04. Hours of Duty Working in Higher Classification**

When a Member works in a higher classification for a period of time greater than one (1) hour, the City will pay the Member a premium of 5% of the Member's base pay per hour for all regular and overtime duty hours worked in the higher classification.



### **Section 3.05. Benefits**

The City shall provide for the Members the same benefits at the same cost to the Members that it provides for the rest of the City's employees. Those benefits include, but are not limited to:

1. Health, Dental, and Vision Insurance;
2. Uniform Pension Plan;
3. 457 Retirement Savings Plan;
4. Retiree Health Insurance;
5. Life Insurance;
6. Long Term Disability Insurance;
7. Employee Assistance Program;
8. Membership to the Center of Clayton

The Union recognizes that from time to time it is necessary for the City to re-negotiate the agreement with the insurance carrier in order to insure competitive pricing of benefits. It is agreed that when said evaluations are undertaken, the Union will be notified.

The aforementioned notwithstanding, the parties agree to meet at a mutually agreeable time during the duration of this Agreement to discuss the following:

1. Uniformed Pension Plan
2. 457 Plan
3. Defined Retirement Option Program (DROP)
4. Retiree Health Insurance
5. Health Savings Account (HSA)

### **Section 3.06. Injured or Disabled While On or Off Duty**

The Union agrees that any Member who is injured and disabled while on duty shall be remunerated by the City, or its contracted insurance provider, in accordance with Chapter 7, Article II of the Personnel Manual, which is included as an appendix to this Agreement. The aforementioned notwithstanding, the parties agree that during a Member's recovery the City may, at its discretion, require the Member to perform light duty assignments, provided that said light-duty assignments occur on the Member's regularly scheduled duty day and are in accordance with the restrictions set forth by the Member's treating physician.

Any Member who is injured or disabled on or off duty and is unable to return to work after the expiration of their FMLA leave (if eligible) may request a reasonable accommodation in the form of requesting to exhaust their remaining accrued leave or requesting Leave Without Pay pursuant to Article VIII, Section 6-19 of the Personnel Manual.

Nothing in this Section prohibits a Member from trading time as permitted under the FLSA with the expressed understanding that the City is not liable for trade time.

### **Section 3.07. Professional Development**

The Clayton Fire Department Training/Certification Policy, included as an appendix to this Agreement, shall be controlling for the purpose of Member's professional development.

**Section 3.08. Uniforms and Personal Protective Equipment (PPE)**

- A. The City will purchase NFPA compliant PPE for Members as determined through the annual uniform and PPE review process.
- B. A Member may request uniforms and PPE if damaged. The Member's request must be approved by the Battalion Chief.
- C. The Uniform Committee shall recommend uniform and PPE requirements to the JLM committee.
- D. The City shall purchase American made apparel whenever feasible.

**ARTICLE 4**  
**LEAVE TIME**

**Section 4.01. Leave Time**

The City shall provide for the Members Leave Time as outlined in Chapter 6 of the City Personnel Manual which is in effect at the execution of this Agreement, and which is included as an appendix of this Agreement, and as explained in the Fire Department Policy on Leave Time which is in effect at the execution of this Agreement, and which is included as an appendix of this Agreement.

The aforementioned notwithstanding, the parties agree to meet at a mutually agreeable time during the period of this agreement to identify concerns and discuss modifications to the sick leave accrual policy.

**Section 4.02. Compensatory Time**

Members may elect to receive "compensatory time" in lieu of overtime pay for additional hours worked. Comp time will be accrued at one and one-half times the total additional hours worked, and can be taken following the Fire Department Leave Time Policy. Members may request once per fiscal year to be paid in full for accrued comp time and the city may pay it at its sole discretion. The maximum accrual of comp time shall be ninety-six (96) hours total accumulated time owed.

**ARTICLE 5**  
**CONDITIONS OF THE AGREEMENT**

**Section 5.01. Savings Provision**

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid, by any court or by reasons of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the provisions of this Agreement shall be amended so as to render the provision in question in compliance with applicable law as close to the original intent of the parties as possible.

### **Section 5.02. Duration**

This Collective Bargaining Agreement shall be effective as of the day after this Collective Bargaining Agreement is executed by both parties and shall remain in full force and effect until September 30, 2020. The parties shall meet no earlier than 120 days and no later than 90 days prior to the expiration of the Agreement. Should such an agreement not be reached sixty (60) days prior to the expiration of the Collective Bargaining Agreement, either party may request non-binding mediation that shall result in both parties participating in non-binding mediation through the Federal Mediation and Conciliation Service (FMCS) or a mutually agreeable mediator. This Collective Bargaining Agreement shall remain in full force and be effective during the period of discussions and shall remain in full force and effect until such time that a successor Agreement has been reached.

### **Section 5.03. Exclusivity of Services**

The core duties related to the provision of fire suppression, rescue, and emergency medical care normally assigned to Members and agreed upon under this Agreement shall be duties that remain Fire Department responsibilities and shall not be construed as services that can be contracted, loaned, or detailed out to any other entity, public or private. The ancillary services related to supporting the core duties of the Fire Department, including but not limited to: fire prevention, plan review, public education, community health, Member training, clerical or custodial work, hydrant testing, hose, pump, or ladder testing, and other similar functions shall remain the responsibility of the Fire Department. Said ancillary services, may be contracted, loaned, or detailed out to another entity provided such meets or exceeds the services currently provided by the Fire Department and can provide an economic advantage to the City.

This Section is not intended in any way to limit the Employer's right to participate in mutual aid arrangements with other cities or fire districts, nor is it intended to limit the Employer's management right to join or form a fire district, enter into cooperative services agreements with other public agencies, or reduce or consolidate services should the formation of a fire district or cooperative service agreement result in such.

In the event of any such action or discussions considering such actions set forth in this Section, the Employer shall notify the Union immediately, and the Union shall be afforded a regular and substantive role in the process and in the development of whatever recommendation shall be made to the Clayton Board of Aldermen.

### **Section 5.04. Successor Entities**

The CFD Shop of IAFF Local 2665 recognizes that should the Shop disaffiliate with the IAFF and/or Local 2665 that the terms and conditions contained within this Agreement will not automatically be transferred to whatever authorized bargaining agent, if any, assumes the representation of the Members of the Shop. If the transferring entity is established as the exclusive bargaining agent of the Shop as recognized by law, the City reserves the right to honor none, part, or all of this Agreement at its discretion.

If the City intends to explore the merger, consolidation, or outsourcing of fire suppression, rescue, or emergency medical services to another public agency, the City will provide immediate notice to the Union of the City's intent to do so, and the Union shall have the opportunity to be heard on the possible change. The Clayton City Board of Aldermen may effect such a change if it determines that

such actions will best serve the public welfare. The City will further provide a minimum notice of three months to the Union before the change goes into effect. The City will work in good faith with the successor in an effort to transfer Member jobs from the City to the successor under the terms and conditions of this Agreement.

#### **Section 5.05. No Strikes, No Interference**

The Union and the Members shall not engage in, nor encourage any engagement in, either directly or indirectly, strikes, slowdowns, group illness, or withdrawal of services against the Clayton Fire Department or the City of Clayton.

The Union and the Members shall not hinder nor prevent any entrance to or egress from fire houses or any other public buildings nor shall the Union or the Members obstruct nor interfere with the free and uninterrupted use of public roads, streets, highways, railways, airports, or other ways of travel.

The Union and the Members may engage in informational picketing consistent with and to the extent allowed by law. However, it is agreed that there shall be no picketing, informational picketing, or any similar action by any Members or group of Members represented by this Union without first exhausting the grievance procedure set forth in this Agreement and, upon exhaustion of the grievance procedure, the Union shall also then be required to submit, in writing to the City Manager, one (1) week prior to such picketing, a written statement explaining or setting forth the entire reasons for which such picketing shall occur.

If the City believes that any Member or group of Members represented by this Union is in violation this Section, the City shall immediately notify the Union of such concerns, and the Union shall take immediate affirmative action to prevent such acts and take all necessary steps to ensure that work will be properly and orderly resumed. Violation of the provisions of this Section may result in disciplinary action being taken against the participating Members up to and including termination.

#### **Section 5.06. Approval of the Agreement**

The following individuals by endorsing this Agreement represent that they are authorized agents of the Union or the City with the authority to express the approval of the terms and provisions of this Agreement on behalf of the Professional Firefighters of Eastern Missouri, IAFF Local 2665, or the City of Clayton, Missouri

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Craig S. Owens, City Manager  
City of Clayton

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Kurt Becker, Shop Steward – Clayton F.D.  
IAFF Local 2665 District Vice-President

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Michael Dedert – Clayton F.D.  
IAFF Local 2665 Assistant Shop Steward

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Jeff Proctor  
IAFF Local 2665 Business Manager

## APPENDIX B

The City of Clayton, Mo. ("City") and the City of Clayton Fire Department's Union Shop-Local 2665 IAFF ("Union"), in order to resolve any potential disputes as to whether the Union's members should have received pay increases following the expiration of their former Agreement on September 30, 2016, agree that the City shall retroactively pay them the increases defined in the parties' Collective Bargaining Agreement on or before March 3, 2017.

The parties agree the increases shall only be retroactive from October 1, 2016.

By so agreeing the City is not making any admission of fault or wrongdoing for not having previously paid this compensation.

The parties agree that this Side Letter Agreement shall have no precedential value.

The following individuals by endorsing this Agreement represent that they are authorized agents of the Union or the City with the authority to express the approval of the terms and provisions of this Agreement on behalf of the Professional Firefighters of Eastern Missouri, IAFF Local 2665, or the City of Clayton, Missouri

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Craig S. Owens, City Manager  
City of Clayton

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Kurt Becker, Shop Steward – Clayton F.D.  
IAFF Local 2665 District Vice-President

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Michael Dedert – Clayton F.D.  
IAFF Local 2665 Assistant Shop Steward

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Jeff Proctor  
IAFF Local 2665 Business Manager



City Manager  
10 N. Bemiston Avenue  
Clayton, MO 63105

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**TO:** MAYOR SANGER; BOARD OF ALDERMEN  
**FROM:** CRAIG S. OWENS, CITY MANAGER (CSO)  
JANET K. WATSON, DIRECTOR OF FINANCE AND ADMINISTRATION  
**DATE:** JANUARY 24, 2017  
**SUBJECT:** FY 2016 YEAR-END FINANCIAL REPORT

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Attached you will find the Year-end Financial Report for Fiscal Year 2016. This report includes the 4th quarter budget amendment passed by the Board at the last meeting.

Much of our focus is usually on the General Fund since it is the City's operating fund, therefore we are providing additional explanation below on that fund's budget outcome for the year.

We started this year with a balanced General Fund budget which maintained our fund balance at a level of about 63% of annual expenditures. During the year we experienced increases in several categories of revenue over the prior year, including property tax, building permits and sales tax which all demonstrate steady economic growth. Expenditures were lower than budgeted, mostly due to savings in several departments. Ultimately, we ended the year with a surplus of \$597,626, which is the second year the General Fund has experienced a surplus. Revenue increased \$443,661 above the prior year. Below are summarized General Fund results of operations for your ease of reference.

**FY 2016 General Fund Budget Summary**

	<b><i>Original Budget</i></b>	<b><i>Amended Budget</i></b>	<b><i>Final Actual</i></b>
<i>Revenue</i>	\$24,149,790	\$23,519,358	\$23,496,508
<i>Transfers-in</i>	<u>1,630,543</u>	<u>1,630,543</u>	<u>1,622,126</u>
<i>Revenue &amp; Transfers-in</i>	25,780,333	25,149,901	25,118,634
 <i>Expenditures</i>	 24,160,844	 23,454,869	 22,916,264
<i>Transfers-out</i>	<u>1,613,160</u>	<u>1,613,160</u>	<u>1,604,743</u>
<i>Expenditures &amp; Transfers-out</i>	<u>25,774,004</u>	<u>25,068,029</u>	<u>24,521,007</u>
<b><i>Surplus (Deficit)</i></b>	<b>6,329</b>	<b>81,872</b>	<b>597,626</b>

As always, we appreciate any questions or comments on this information.

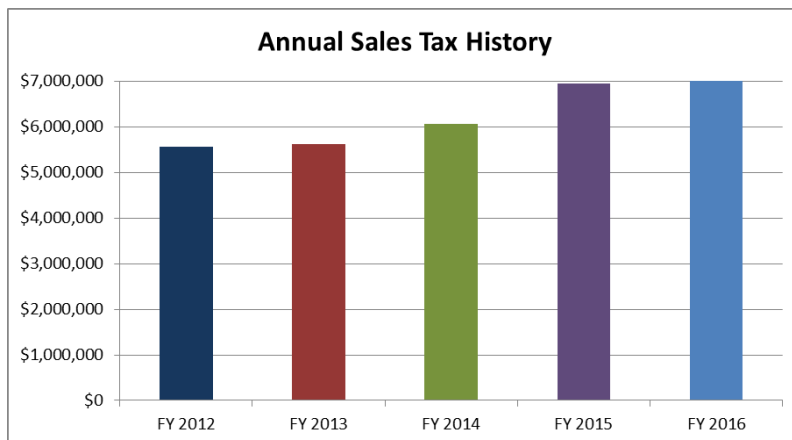
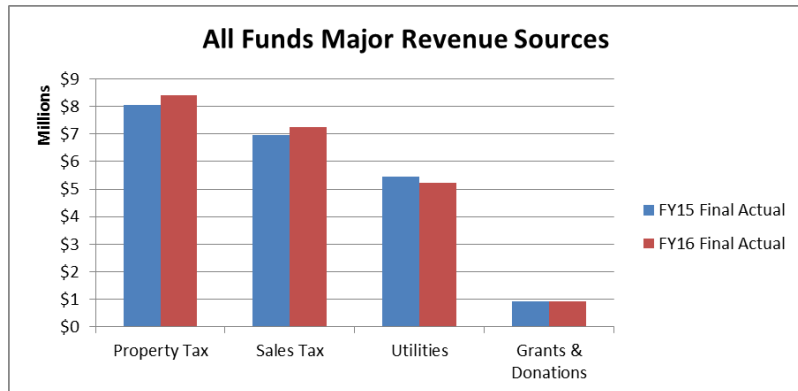
# CITY OF CLAYTON

## All Funds Report in Brief

### FY 2016 Final Actual

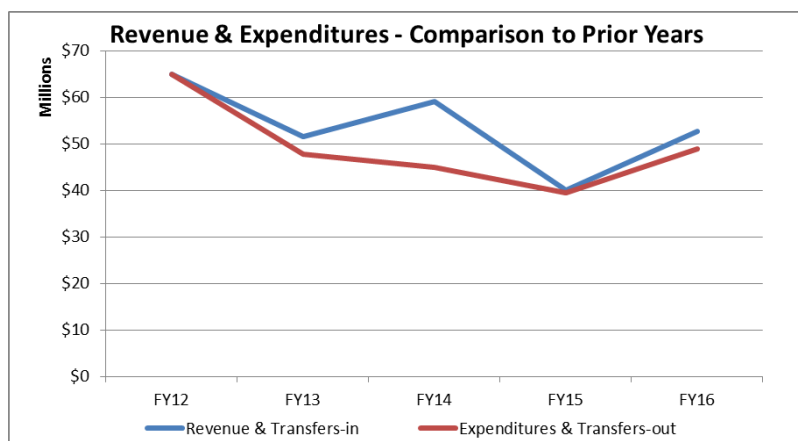
Property tax revenue is collected in the General Fund, Special Business District Fund, 2009 Special Obligation Debt Service Fund, and 2014 General Obligation Debt Service Fund. Final FY 2016 property tax revenue was 4% higher than in FY 2015, even though there was still significant protest activity. Utility tax revenue is collected in the General Fund and receipts

decreased approximately 4% from last year, mostly due to weather. Grant revenue and other donations are typically recorded in the General and Capital Improvement Funds. This revenue source is at about the same level in FY 2016 as in the prior year.



Sales tax revenue is collected in both the General and Capital Improvement Funds. FY 2016 sales tax revenue in all funds was nearly \$7.3 million and was 4% higher than in the prior year. This bar graph demonstrates the sales tax growth patterns over the past five years, with the increase from FY 2014 to FY 2015 being the addition of the Fire sales tax.

This line graph provides a comparison of revenue & transfers-in and expenditures & transfers-out for each of the past five fiscal years. The peaks are the result of the receipt of bond proceeds and the related expenditures/transfers-out of funds for construction projects over the following few years, and fluctuations in pension investment income. The peak in FY 2016 is largely the result of a one-time sale of a capital asset and an increase in investment income in the pension funds.

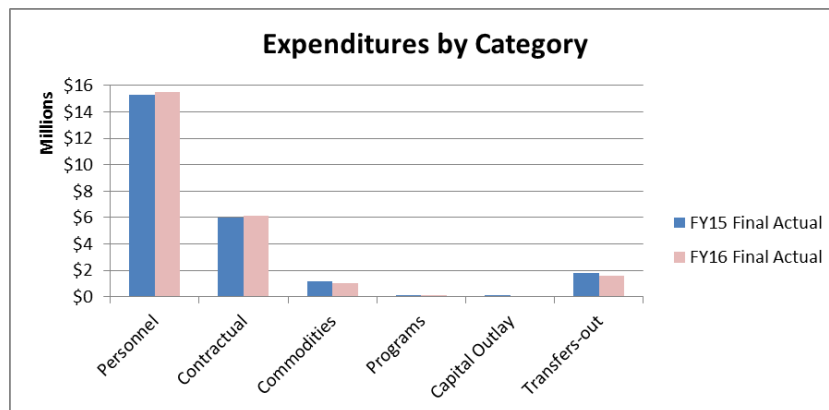
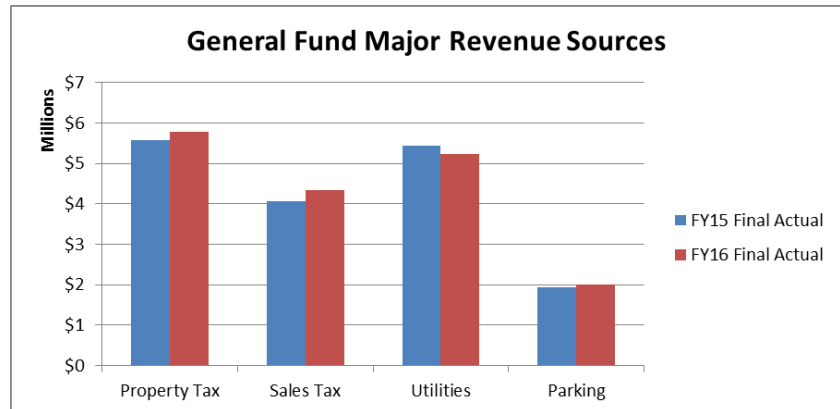


# CITY OF CLAYTON

## General Fund Report in Brief

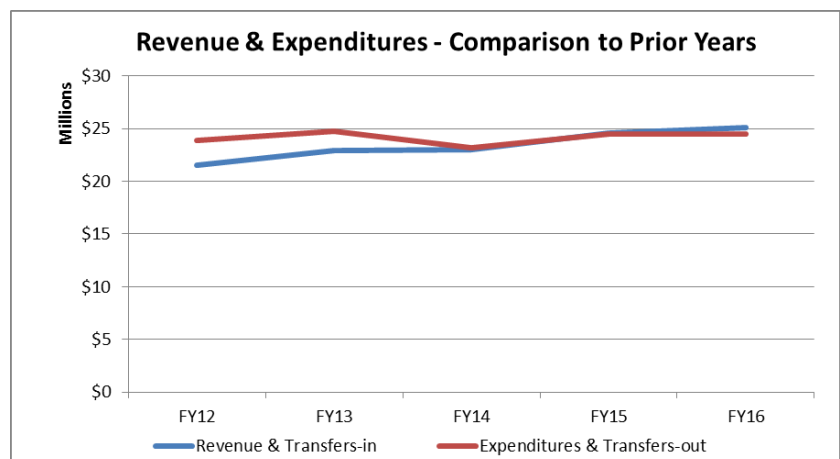
### FY 2016 Final Actual

Property tax revenue was nearly 4% higher than the previous year. Sales tax, utility tax, and parking revenue sources are collected somewhat evenly throughout the fiscal year. Sales tax revenue in this fund includes a one cent general tax, a one-quarter cent local option tax, and a one-quarter cent tax to support Fire services in the City. Total General Fund sales tax revenue was 6% higher than in the prior year. Utility tax revenue includes electric, gas, water, and telephone utilities and total receipts were 4% lower than the previous year, mostly due to weather. Parking revenue includes revenue from parking meters, lots, garages and permits and this revenue demonstrated a 4% increase over last year.



This bar graph displays the comparison, by category, of FY 2016 General Fund expenditures to last fiscal year. Personnel costs, consisting of salaries and benefits, comprise the largest category of expenditures. FY 2016 included the implementation of a new compensation structure. Personnel and contractual expenditures were 1% and 2% higher, respectively, than in last fiscal year. Transfers-out were lower due to the maturity of certain debt commitments.

This line graph provides a comparison of General Fund revenue & transfers-in compared to expenditures & transfers-out over the past five years. Last year's results achieved a slight surplus for the first time in several years, and FY 2016 ended with a larger surplus of over \$590,000.





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## CITY OF CLAYTON

### Analysis of Revenue & Expenditures for FY 2016

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This financial report is for the twelve months of the fiscal year ending September 30, 2016. Significant highlights are summarized below.

#### **Summary of All Funds**

Revenue totaled \$42.7 million at the end of FY 2016 and was 28% higher than last fiscal year. The significant reasons for this increase were more favorable pension investment results experienced this year, and a one-time sale of a capital asset which resulted in \$4 million of revenue. Total revenue was 103.1% of the final amended budget.

Expenditures totaled \$39 million during FY 2016 and were 97.8% of the final amended budget. Expenditures were \$6 million more than the prior year, mostly related to higher capital project expenditures supported by bond funds.

<b><i>All Funds Summary</i></b>	<b><i>FY15 Final Actual</i></b>	<b><i>FY16 Final Amended Budget</i></b>	<b><i>FY16 Final Actual</i></b>
Revenue	\$33,474,027	\$41,448,640	\$42,723,861
Transfers-in	6,465,290	9,938,101	9,931,043
Revenue & Transfers-in	39,939,316	51,386,741	52,654,904
Expenditures	32,949,790	39,887,538	39,007,038
Transfers-out	6,465,290	9,938,101	9,931,043
Expenditures & Transfers-out	39,415,080	49,825,639	48,938,081
Surplus (Deficit)	524,236	1,561,102	3,716,823

#### **General Fund**

FY 2016 revenue and transfers-in exceeded expenditures and transfers-out by \$597,626, which was significantly higher than the originally budgeted surplus. This surplus resulted from general revenue growth in several areas. This is the second year of a surplus budget.

General Fund Revenue & Transfers-in: Revenue totaled \$23.5 million during FY 2016, which was 99.9% of the amended budget and 2% more than revenue received in the prior year. Several revenue sources were significantly higher than last year including property tax, building permits and sales tax.

General Fund Expenditures & Transfers-out: Expenditures totaling \$22.9 million were 98% of the amended budget and 1% higher than the prior year, with some departments having less expenditures than the prior year. Transfers-out continue to gradually decrease due to maturing debt.

<b><i>General Fund Summary</i></b>	<b><i>FY15 Final Actual</i></b>	<b><i>FY16 Final Amended Budget</i></b>	<b><i>FY16 Final Actual</i></b>
Revenue	\$23,054,831	\$23,519,358	\$23,496,508
Transfers-in	1,500,984	1,630,543	1,622,126
Revenue & Transfers-in	24,555,815	25,149,901	25,118,634
Expenditures	22,730,541	23,454,869	22,916,264
Transfers-out	1,814,491	1,613,160	1,604,743
Expenditures & Transfers-out	24,545,032	25,068,029	24,521,007
Surplus (Deficit)	10,783	81,872	597,626

### **Special Revenue Funds**

In the Sewer Lateral Fund, the final revenue received was 104% of the amended budget. Final expenditures were 83% of the budget as less requests for reimbursements occurred. In the Special Business District (SBD) Fund, nearly 100% of budgeted revenue was received and 100% of budgeted transfers-out occurred. The largest source of revenue in the this fund is property tax and 99% of the property tax budget was received.

<b>Special Revenue Funds</b>	<b>FY15 Final Actual</b>	<b>FY16 Final Amended Budget</b>	<b>FY16 Final Actual</b>
Sewer Lateral Revenue	\$91,617	\$90,600	\$94,107
SBD Revenue	418,094	440,194	438,135
Total Revenue	510,447	531,344	532,997
Sewer Lateral Expenditures	98,320	120,000	100,061
SBD Transfers-out	412,476	474,194	474,194
Total Expenditures & Transfers-out	510,796	594,194	574,255
Surplus (Deficit)	(349)	(62,850)	(41,258)

### **Equipment Replacement Fund**

Expenditures totaled \$1.6 million and were 87% of the budget, due to savings and delayed purchases and projects. Revenue and transfers-in totaled \$3.2 million, or 99%, of the amended budget and include \$1.7 million as part of the proceeds of the sale of a parking lot. These one-time proceeds were dedicated to eliminate the equipment replacement catch-up contributions from the General Fund and will result in less annual General Fund expenditures on an ongoing basis.

<b>Equipment Replacement Fund</b>	<b>FY15 Final Actual</b>	<b>FY16 Final Amended Budget</b>	<b>FY16 Final Actual</b>
Revenue	\$80,837	\$1,832,807	\$1,819,063
Transfers-in	1,457,699	1,353,759	1,345,342
Revenue & Transfers-in	1,538,536	3,186,566	3,164,405
Expenditures	700,657	1,809,158	1,575,625
Surplus (Deficit)	837,879	1,377,408	1,588,780

### **Capital Improvement Fund**

Revenue and transfers-in totaled \$11.5 million and were \$5.8 million more than the prior year due to the sale of a parking lot of which \$2.3 million of the proceeds was allocated to this fund, as well as higher levels of bond transfers for construction projects. Revenue and transfers-in were 97% of the amended budget. Total expenditures and transfers-out totaled \$9.8 million, or 99% of the amended budget.

<b>Capital Improvement Fund</b>	<b>FY15 Final Actual</b>	<b>FY16 Final Amended Budget</b>	<b>FY16 Final Actual</b>
Revenue	\$4,768,300	\$7,378,182	\$6,998,502
Transfers-in	926,268	4,534,530	4,541,954
Revenue & Transfers-in	5,694,568	11,912,712	11,540,456
Expenditures	2,337,850	6,671,803	6,608,794
Transfers-out	3,327,055	3,217,884	3,209,467
Expenditures & Transfers-out	5,664,905	9,889,687	9,818,261
Surplus (Deficit)	29,663	2,023,025	1,722,195

### **Debt Service Funds**

Revenue and transfers-in to all debt service funds totaled \$4.9 million, or 102% of budget, and consisted of real and personal property taxes, federal bond interest rebates, interest income, and special assessments. Total debt service expenditures and transfers-out were \$9.5 million, or 100% of the budget and consisted of debt service payments and bond fund transfers out for construction.

<b><i>Debt Service Funds</i></b>	<b><i>FY15 Final Actual</i></b>	<b><i>FY16 Final Amended Budget</i></b>	<b><i>FY16 Final Actual</i></b>
<i>Revenue</i>	\$2,380,707	\$2,425,951	\$2,521,550
<i>Transfers-in</i>	2,580,339	2,419,269	2,421,621
<i>Revenue &amp; Transfers-in</i>	4,961,046	4,845,220	4,943,171
<i>Expenditures</i>	4,262,216	4,849,768	4,833,555
<i>Transfers-out</i>	911,268	4,632,863	4,642,639
<i>Expenditures &amp; Transfers-out</i>	5,173,484	9,482,631	9,476,194
<i>Surplus (Deficit)</i>	(212,438)	(4,637,411)	(4,533,023)

### **Pension Funds**

Expenditures for the Uniformed Employees' Retirement Fund through the end of FY 2016 totaled nearly \$2.2 million, or 96% of the budget. Revenue totaled \$5.3 million, or 135% of the budget due to higher than expected investment earnings. Expenditures for the Non-Uniformed Employees' Retirement Fund totaled \$758,633, or 111% of the budget due to a large benefit payment from the fund. Revenue totaled \$2 million, or 112% of the budget, again due to higher investment earnings.

<b><i>Pension Funds</i></b>	<b><i>FY15 Final Actual</i></b>	<b><i>FY16 Final Amended Budget</i></b>	<b><i>FY16 Final Actual</i></b>
<i>Revenue</i>	\$2,678,904	\$5,760,998	\$7,355,241
<i>Expenditures</i>	2,820,206	2,981,940	2,972,739
<i>Surplus (Deficit)</i>	(141,302)	2,779,058	4,382,502

**City of Clayton**  
**FY 2016**  
**Quarterly Financial Report**  
**For the Twelve Months Ending September 30, 2016**

**All Funds:**

	FY 2015	[-----FY 2016-----]				
	Final Actual	Original Budget	Final Amended Budget	Final Actual	% of CY Budget Received / Expended	\$ Over (Under) Prior Year
<b>Revenue</b>						
General Fund	23,054,831	24,149,790	23,519,358	23,496,508	99.9%	441,677
Sewer Lateral Fund	92,354	91,150	91,150	94,861	104.1%	2,508
Special Business District Fund	418,094	424,194	440,194	438,135	99.5%	20,042
Equipment Replacement Fund	80,837	110,830	1,832,807	1,819,063	99.3%	1,738,226
Capital Improvement Fund	4,768,300	7,486,952	7,378,182	6,998,502	94.9%	2,230,202
Uniformed Pension Fund	1,562,567	3,960,742	3,960,742	5,345,249	135.0%	3,782,683
Non-Uniformed Pension Fund	1,116,338	1,807,100	1,800,256	2,009,992	111.7%	893,654
Debt Service Funds	2,380,707	2,491,951	2,425,951	2,521,550	103.9%	140,843
Total Revenue	33,474,027	40,522,709	41,448,640	42,723,861	103.1%	9,249,834
Transfers-in	6,465,290	10,699,933	9,938,101	9,931,043		
<b>Total Revenue &amp; Transfers-in</b>	<b>39,939,316</b>	<b>51,222,642</b>	<b>51,386,741</b>	<b>52,654,904</b>		
<b>Expenditures</b>						
General Fund	22,730,541	24,160,844	23,454,869	22,916,264	97.7%	185,723
Sewer Lateral Fund	98,320	120,000	120,000	100,061	83.4%	1,741
Equipment Replacement Fund	700,657	2,063,498	1,809,158	1,575,625	87.1%	874,968
Capital Improvement Fund	2,337,850	10,339,813	6,671,803	6,608,794	99.1%	4,270,943
Uniformed Pension Fund	2,187,659	2,296,200	2,296,200	2,214,106	96.4%	26,447
Non-Uniformed Pension Fund	632,547	685,740	685,740	758,633	110.6%	126,086
Debt Service Funds	4,262,216	4,846,268	4,849,768	4,833,555	99.7%	571,339
Total Expenditures	32,949,790	44,512,363	39,887,538	39,007,038	97.8%	6,057,247
Transfers-out	6,465,290	10,699,933	9,938,101	9,931,043		
<b>Total Expenditures &amp; Transfers-out</b>	<b>39,415,080</b>	<b>55,212,296</b>	<b>49,825,639</b>	<b>48,938,081</b>		
<b>Surplus (Deficit)</b>	<b>524,236</b>	<b>(3,989,654)</b>	<b>1,561,102</b>	<b>3,716,823</b>		

**City of Clayton**  
**FY 2016**  
**Quarterly Financial Report**  
**For the Twelve Months Ending September 30, 2016**

**General Fund:**

The General Fund accounts for all revenue and expenditures associated with the traditional services provided by the Clayton City

	FY 2015	[-----FY 2016-----]				
	Final Actual	Original Budget	Final Amended Budget	Final Actual	% of CY Budget Received / Expended	\$ Over (Under) Prior Year
<b>Revenue &amp; Transfers-in</b>						
Revenue						
Property Taxes	5,568,826	6,027,100	5,777,100	5,778,041	100.0%	209,215
Licenses, Permits & Fees	1,768,424	1,901,160	1,901,160	1,909,513	100.4%	141,089
Sales Tax	4,077,464	4,357,500	4,357,500	4,330,748	99.4%	253,284
Utilities	5,434,842	5,597,800	5,237,800	5,235,919	100.0%	(198,923)
Intergovernmental	1,039,041	992,400	1,003,602	1,042,456	103.9%	3,415
Shaw Park Aquatics	320,489	386,630	410,802	342,924	83.5%	22,435
Shaw Park Ice Rink	130,035	127,160	133,660	126,809	94.9%	(3,225)
Shaw Park Tennis	47,845	64,890	64,890	42,337	65.2%	(5,507)
Parks Miscellaneous	190,025	190,890	198,890	198,475	99.8%	8,449
Sports Programs	336,493	335,620	347,120	332,097	95.7%	(4,396)
Fines & Forfeitures	1,239,899	1,335,740	1,168,740	1,168,061	99.9%	(71,838)
Parking	1,928,907	1,970,950	1,945,950	1,997,499	102.6%	68,592
Miscellaneous	972,540	861,950	972,144	991,627	102.0%	19,087
Total Revenue	23,054,831	24,149,790	23,519,358	23,496,508	99.9%	441,677
Transfers-in	1,500,984	1,630,543	1,630,543	1,622,126	99.5%	121,142
<b>Total Revenue &amp; Transfers-in</b>	<b>24,555,815</b>	<b>25,780,333</b>	<b>25,149,901</b>	<b>25,118,634</b>	<b>99.9%</b>	<b>562,819</b>
<b>Expenditures &amp; Transfers-out</b>						
Expenditures						
Personnel Services	15,280,265	16,143,144	15,673,345	15,465,403	98.7%	185,138
Contractual Services	5,997,305	6,426,142	6,569,272	6,138,069	93.4%	140,764
Commodities	1,163,759	1,298,088	947,882	1,070,784	113.0%	(92,975)
Programs	147,419	197,978	167,978	154,270	91.8%	6,851
Capital Outlay	141,794	95,492	96,392	87,739	91.0%	(54,055)
Total Expenditures	22,730,541	24,160,844	23,454,869	22,916,264	97.7%	185,723
Transfers-out	1,814,491	1,613,160	1,613,160	1,604,743	99.5%	(209,748)
<b>Total Expenditures &amp; Transfers-out</b>	<b>24,545,032</b>	<b>25,774,004</b>	<b>25,068,029</b>	<b>24,521,007</b>	<b>97.8%</b>	<b>(24,025)</b>
<b>Surplus (Deficit)</b>	<b>10,783</b>	<b>6,329</b>	<b>81,872</b>	<b>597,626</b>		

**General Fund Expenditures by Department**

	FY 2015	[-----FY 2016-----]				
	Final Actual	Original Budget	Final Amended Budget	Final Actual	% of CY Budget Received / Expended	\$ Over (Under) Prior Year
<b>Expenditures &amp; Transfers-out</b>						
Expenditures						
Mayor, Board of Aldermen, City Clerk	85,708	97,342	89,430	81,361	91.0%	(4,347)
City Manager	633,309	543,798	586,234	575,431	98.2%	(57,879)
Economic Development*	484,909	679,265	643,789	596,728	92.7%	111,819
Finance & Administration	1,947,385	2,352,689	2,106,575	2,004,988	95.2%	57,603
Planning & Development	828,551	925,184	926,390	921,846	99.5%	93,295
Police	5,953,420	6,202,068	6,042,506	5,970,116	98.8%	16,696
Fire	4,297,064	4,321,542	4,299,442	4,298,292	100.0%	1,228
Public Works	5,900,381	6,355,091	6,059,755	5,867,968	96.8%	(32,413)
Parks & Recreation	2,185,197	2,201,234	2,218,117	2,176,433	98.1%	(8,764)
Insurance	414,617	482,631	482,631	423,102	87.7%	8,485
Total Expenditures	22,730,541	24,160,844	23,454,869	22,916,264	97.7%	185,723
Transfers-out	1,814,491	1,613,160	1,613,160	1,604,743	99.5%	(209,748)
<b>Total Expenditures &amp; Transfers-out</b>	<b>24,545,032</b>	<b>25,774,004</b>	<b>25,068,029</b>	<b>24,521,007</b>	<b>97.8%</b>	<b>(24,025)</b>

**City of Clayton**  
**FY 2016**  
**Quarterly Financial Report**  
**For the Twelve Months Ending September 30, 2016**

**Sewer Lateral Fund:**

The Sewer Lateral Fund provides funding to residents for all or a portion of the cost of certain repairs of defective sewer lateral lines on all residential property having six or fewer dwelling units.

	FY 2015	[-----FY 2016-----]				
	Final Actual	Original Budget	Final Amended Budget	Final Actual	% of CY Budget Received / Expended	\$ Over (Under) Prior Year
<b>Revenue &amp; Transfers-in</b>						
Revenue						
Sewer Lateral Fees	91,617	90,600	90,600	94,107	103.9%	2,489
Interest Income	736	550	550	755	137.2%	18
Total Revenue	92,354	91,150	91,150	94,861	104.1%	2,508
Transfers-in	-	-	-	-	-	-
<b>Total Revenue &amp; Transfers-in</b>	92,354	91,150	91,150	94,861	104.1%	2,508
<b>Expenditures &amp; Transfers-out</b>						
Expenditures						
Sewer Lateral Expenditures	98,320	120,000	120,000	100,061	83.4%	1,741
Total Expenditures	98,320	120,000	120,000	100,061	83.4%	1,741
Transfers-out	-	-	-	-	-	-
<b>Total Expenditures &amp; Transfers-out</b>	98,320	120,000	120,000	100,061	83.4%	1,741
<b>Surplus (Deficit)</b>	(5,966)	(28,850)	(28,850)	(5,200)		

**Special Business District Fund:**

The Special Business District Fund provides funding for appropriate economic development activities in the Downtown area. Funding may be expended for a variety of economic development purposes including capital improvements in the area, promotion of the Downtown area through marketing and advertising, and efforts related to attraction and/or retention of businesses. Beginning in FY 2015 expenditures related to Economic Development and Events are recorded in the General Fund. Revenue continues to be recorded in the

	FY 2015	[-----FY 2016-----]				
	Final Actual	Original Budget	Final Amended Budget	Final Actual	% of CY Budget Received / Expended	\$ Over (Under) Prior Year
<b>Revenue &amp; Transfers-in</b>						
Revenue						
Property Tax	401,703	415,424	415,424	412,691	99.3%	10,987
Investment Income	667	770	770	952	123.7%	285
Miscellaneous	15,723	8,000	24,000	24,493	102.1%	8,769
Total Revenue	418,094	424,194	440,194	438,135	99.5%	20,042
Transfers-in	-	-	-	-	-	-
<b>Total Revenue &amp; Transfers-in</b>	418,094	424,194	440,194	438,135	99.5%	20,042
<b>Transfers-out</b>	412,476	474,194	474,194	474,194	100.0%	61,718
<b>Surplus (Deficit)</b>	5,618	(50,000)	(34,000)	(36,059)		

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**Equipment Replacement Fund**

The Equipment Replacement Fund establishes a "sinking" or reserve account for the systematic replacement of all capital vehicles and large equipment. An assessment is made on each vehicle and piece of equipment as to its useful life, remaining useful life and net replacement cost. The net replacement cost for each item is divided by its useful life, resulting in an annual amount to be budgeted

	FY 2015  Final Actual	[-----FY 2016-----]			
		Original Budget	Final Amended Budget	Final Actual	% of CY Budget Received / Expended      \$ Over (Under) Prior Year
<b><u>Revenue &amp; Transfers-in</u></b>					
Revenue					
Gain/Loss on Sale of Assets	64,108	93,330	1,815,307	1,796,125	98.9%    1,732,017
Grants and Donations	1,685	-	-	-	-    (1,685)
Interest Income	15,044	17,500	17,500	21,738	124.2%    6,694
Miscellaneous		-	-	1,200	100.0%    1,200
Total Revenue	80,837	110,830	1,832,807	1,819,063	99.3%    1,738,226
Transfers-in	1,457,699	1,353,759	1,353,759	1,345,342	99.4%    (112,357)
<b>Total Revenue &amp; Transfers-in</b>	<b>1,538,536</b>	<b>1,464,589</b>	<b>3,186,566</b>	<b>3,164,405</b>	<b>99.3%    1,625,869</b>
<b><u>Expenditures &amp; Transfers-out</u></b>					
Expenditures					
Technology Projects	12,761	588,470	252,470	128,592	50.9%    115,831
Vehicles and Equipment	576,462	1,363,593	1,445,253	1,344,015	93.0%    767,553
Debt Payment - Ladder Truck Loan	111,434	111,435	111,435	103,018	92.4%    (8,416)
Total Expenditures	700,657	2,063,498	1,809,158	1,575,625	87.1%    874,968
Transfers-out	-	-	-	-	-    -
<b>Total Expenditures &amp; Transfers-out</b>	<b>700,657</b>	<b>2,063,498</b>	<b>1,809,158</b>	<b>1,575,625</b>	<b>87.1%    874,968</b>
<b>Surplus (Deficit)</b>	<b>837,879</b>	<b>(598,909)</b>	<b>1,377,408</b>	<b>1,588,780</b>	

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**Capital Improvement Fund**

The Capital Improvement Fund earmarks funds for specific capital improvement and infrastructure needs.

	FY 2015	[-----FY 2016-----]				
		Original	Final		% of CY Budget	\$ Over
	Final Actual	Budget	Amended Budget	Final Actual	Received / Expended	(Under) Prior Year
<b>Revenue &amp; Transfers-in</b>						
Revenue						
Capital Improvement Half Cent Sales Tax	1,321,725	1,466,028	1,466,028	1,344,658	91.7%	22,933
Parks & Stormwater Sales Tax	1,554,970	1,766,022	1,766,022	1,581,950	89.6%	26,980
Road & Bridge Tax	853,654	923,781	923,781	886,065	95.9%	32,412
Grant Revenue	822,576	3,256,319	891,766	863,688	96.9%	41,112
Interest Income/Other	188,485	67,200	67,200	52,326	77.9%	(136,159)
Proceeds from Sale of Assets	-	-	2,255,783	2,255,783	100.0%	2,255,783
Contributions/Special Assessments	26,891	7,602	7,602	14,032	184.6%	(12,859)
Total Revenue	4,768,300	7,486,952	7,378,182	6,998,502	94.9%	2,230,202
Transfers-in	926,268	5,296,362	4,534,530	4,541,954	100.2%	3,615,686
<b>Total Revenue &amp; Transfers-in</b>	<b>5,694,568</b>	<b>12,783,314</b>	<b>11,912,712</b>	<b>11,540,456</b>	<b>96.9%</b>	<b>5,845,888</b>
Expenditures	2,337,850	10,339,813	6,671,803	6,608,794	99.1%	4,270,943
Transfers-out	3,327,055	3,217,884	3,217,884	3,209,467	99.7%	(117,588)
<b>Total Expenditures &amp; Transfers-out</b>	<b>5,664,905</b>	<b>13,557,697</b>	<b>9,889,687</b>	<b>9,818,261</b>	<b>99.3%</b>	<b>4,153,356</b>
<b>Surplus (Deficit)</b>	<b>29,663</b>	<b>(774,383)</b>	<b>2,023,025</b>	<b>1,722,195</b>		

**FY 2015 Budgeted Capital Expenditures**

	FY 2015	FY 2016	FY 2016 Final	FY 2016 Final	% of CY Budget
	Actual	Original Budget	Amended Budget	Actual	Received / Expended
<b>Projects</b>					
Street Resurfacing - General	404,008	68,468	137,438	70,274	51.1%
Street Resurfacing - Bond Funded	211,689	4,708,000	3,615,273	3,615,982	100.0%
Streetscape Improvements	710,240	-	-	4,744	#DIV/0!
Traffic Signal/Signage Improvements	44,941	500,000	79,200	79,207	100.0%
Alley Improvements - Bond-Funded	479,942	365,000	554,772	563,123	101.5%
Curb & Sidewalks	77,687	72,500	101,000	96,043	95.1%
Facility Improvements	434,454	675,000	122,000	117,494	96.3%
Shaw Park Ice Rink	58,680	100,000	49,000	48,054	98.1%
Shaw Park Projects	175,357	2,900,000	376,600	376,646	100.0%
Oak Knoll Park Projects	5,042	600,000	435,000	435,707	100.2%
Taylor Park	-	250,000	409,700	409,705	
Hanley House Maintenance	17,155	-	690,975	690,971	100.0%
<b>Total Expenditures*</b>	<b>2,619,196</b>	<b>10,238,968</b>	<b>6,570,958</b>	<b>6,507,949</b>	<b>99.0%</b>

\*This list of capital expenditures only includes projects underway in FY 2016. It does not include projects that were completed in FY 2015.



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**Debt Service Funds**

	FY 2015	[-----FY 2016-----]				
	Final Actual	Original Budget	Final Amended Budget	Final Actual	% of CY Budget Received / Expended	\$ Over (Under) Prior Year
<b><u>Revenue &amp; Transfers-in</u></b>						
Revenue						
2005 B Bond Issue	2,117	150	150	158	105.2%	(1,959)
2009 A/B Bond Issue	1,239,562	1,329,926	1,263,926	1,260,118	99.7%	20,555
2011 Bond Issue	1,614	-	-	291	100.0%	(1,324)
2014 General Obligation Bonds	1,124,856	1,150,550	1,150,550	1,240,674	107.8%	115,818
2014 Special Obligation Refunding Bonds	12,559	11,325	11,325	20,310	179.3%	7,751
Total Revenue	2,380,707	2,491,951	2,425,951	2,521,550	103.9%	140,843
Transfers-in						
From General Fund						
For 2005B Issue	312,310	-	-	-	-	(312,310)
For 2014 S.O. Refunding Bonds	79,482	215,675	215,675	215,675	100.0%	136,193
From Capital Improvement Fund						
For 2011 Issue	653,063	658,035	658,035	658,035	100.0%	4,973
For 2014 S.O. Refunding Bonds	1,535,484	1,403,500	1,403,500	1,403,500	100.0%	(131,984)
From 2005B Issue						
For 2014 S.O. Refunding Bonds	-	142,059	142,059	144,411	101.7%	144,411
Total Transfers-in	2,580,339	2,419,269	2,419,269	2,421,621	100.1%	(158,718)
<b>Total Revenue &amp; Transfers-in</b>	<b>4,961,046</b>	<b>4,911,220</b>	<b>4,845,220</b>	<b>4,943,171</b>	<b>102.0%</b>	<b>(17,875)</b>
<b><u>Expenditures &amp; Transfers-out</u></b>						
Expenditures						
2005 B Bond Issue	312,575	325,639	325,639	322,683	99.1%	10,108
2009 A/B Bond Issue	1,243,425	1,237,078	1,237,078	1,234,926	99.8%	(8,500)
2011 Bond Issue	653,063	655,313	657,813	650,104	98.8%	(2,959)
2014 General Obligation Bonds	424,041	997,738	997,738	995,056	99.7%	571,015
2014 Special Obligation Refunding Bonds	1,629,112	1,630,500	1,631,500	1,630,787	100.0%	1,675
Total Expenditures	4,262,216	4,846,268	4,849,768	4,833,555	99.7%	571,339
Transfers-out						
2005B Issue for Fund Closure	-	142,059	142,059	144,411	101.7%	144,411
2011 Issue for Capital Projects	206,959	140,000	500,000	507,450	101.5%	300,491
2014 G.O. Issue for Capital Projects	704,309	5,112,636	3,990,804	3,990,778	100.0%	3,286,469
Total Transfers-out	911,268	5,394,695	4,632,863	4,642,639	100.2%	3,731,371
<b>Total Expenditures &amp; Transfers-out</b>	<b>5,173,484</b>	<b>10,240,963</b>	<b>9,482,631</b>	<b>9,476,194</b>	<b>99.9%</b>	<b>4,302,710</b>
<b>Surplus (Deficit)</b>	<b>(212,438)</b>	<b>(5,329,743)</b>	<b>(4,637,411)</b>	<b>(4,533,023)</b>		

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**Uniformed Employee Retirement Fund**

Uniformed employees of the Police and Fire Departments are members of the Uniformed Employees Retirement Fund.

	FY 2015	[-----FY 2016-----]				
		Original	Final		% of CY	\$ Over
	Final Actual	Budget	Amended Budget	Final Actual	Budget Received / Expended	(Under) Prior Year
<b>Revenue &amp; Transfers-in</b>						
Revenue						
Market Value Change	425,144	2,723,000	2,723,000	4,044,000	148.5%	3,618,856
Employer Contribution	857,131	945,822	945,822	945,822	100.0%	88,691
Employee Contribution	261,597	274,160	274,160	283,997	103.6%	22,400
Miscellaneous	18,695	17,760	17,760	71,430	402.2%	52,735
Total Revenue	1,562,567	3,960,742	3,960,742	5,345,249	135.0%	3,782,683
Transfers-in	-	-	-	-	-	-
<b>Total Revenue &amp; Transfers-in</b>	<b>1,562,567</b>	<b>3,960,742</b>	<b>3,960,742</b>	<b>5,345,249</b>	<b>135.0%</b>	<b>3,782,683</b>
<b>Expenditures &amp; Transfers-out</b>						
Expenditures						
Professional Fees	178,676	196,200	196,200	180,734	92.1%	2,058
Pension Payments/Refunds	2,008,983	2,100,000	2,100,000	2,033,372	96.8%	24,389
Total Expenditures	2,187,659	2,296,200	2,296,200	2,214,106	96.4%	26,447
Transfers-out	-	-	-	-	-	-
<b>Total Expenditures &amp; Transfers-out</b>	<b>2,187,659</b>	<b>2,296,200</b>	<b>2,296,200</b>	<b>2,214,106</b>	<b>96.4%</b>	<b>26,447</b>
<b>Surplus (Deficit)</b>	<b>(625,093)</b>	<b>1,664,542</b>	<b>1,664,542</b>	<b>3,131,143</b>		

**Non-Uniformed Employee Retirement Fund**

All other non-uniformed employees of the City are members of the Non-Uniformed Employees Retirement Fund.

	FY 2015	[-----FY 2016-----]				
		Original	Final		% of CY	\$ Over
	Final Actual	Budget	Amended Budget	Final Actual	Budget Received / Expended	(Under) Prior Year
<b>Revenue &amp; Transfers-in</b>						
Revenue						
Market Value Change	432,434	1,095,500	1,095,500	1,299,255	118.6%	866,821
Employer Contribution	544,097	565,900	559,056	559,056	100.0%	14,959
Employee Contribution	139,688	145,450	145,450	151,618	104.2%	11,929
Miscellaneous	119	250	250	63	25.4%	(55)
Total Revenue	1,116,338	1,807,100	1,800,256	2,009,992	111.7%	893,654
Transfers-in	-	-	-	-	-	-
<b>Total Revenue &amp; Transfers-in</b>	<b>1,116,338</b>	<b>1,807,100</b>	<b>1,800,256</b>	<b>2,009,992</b>	<b>111.7%</b>	<b>893,654</b>
<b>Expenditures &amp; Transfers-out</b>						
Expenditures						
Professional Fees	54,431	49,000	49,000	53,168	108.5%	(1,263)
Pension Payments/Refunds	578,116	636,740	636,740	705,465	110.8%	127,349
Total Expenditures	632,547	685,740	685,740	758,633	110.6%	126,086
Transfers-out	-	-	-	-	-	-
<b>Total Expenditures &amp; Transfers-out</b>	<b>632,547</b>	<b>685,740</b>	<b>685,740</b>	<b>758,633</b>	<b>110.6%</b>	<b>126,086</b>
<b>Surplus (Deficit)</b>	<b>483,791</b>	<b>1,121,360</b>	<b>1,114,516</b>	<b>1,251,359</b>		